IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

NATIONAL INDOOR FOOTBALL)		
LEAGUE, L.L.C.)		
)		
Plaintiff,)		
v.)	CIVIL ACTION N	NO.: 2:02-cv-548
)		
R.P.C. EMPLOYER SERVICES,)		
INC.,)		
Defendant.)		

DEFENDANT'S MOTION IN LIMINE WITH RESPECT TO PLAINTIFF'S DAMAGES

AND NOW, comes the Defendant R.P.C. Employer Services, Inc. (hereinafter "RPC"), by its attorneys, Feczko and Seymour and Michael J. Seymour, Esquire and files the following Motion in Limine with Respect to Plaintiff's Evidence of Damages:

DEFENDANT'S FIRST MOTION IN LIMINE

WHETHER THE NUMBER OF TEAMS MAKING CLAIMS SHOULD BE LIMITED TO TEN (10) TEAMS

ANSWER: YES.

- 1. The contract between the parties is a Service

 Agreement which was effective March 20, 2001 and provided for
 payroll and Workers' Compensation services for the individual
 teams comprising the National Indoor Football League, Plaintiff
 herein and its players.
- 2. The League consisted of eighteen (18) teams. Of the eighteen (18) teams, only ten (10) teams submitted payroll and other information necessary for the Defendant to render the services pursuant to the Service Agreement.

- 3. The information required before a team was registered with the Defendant pursuant to the Service Agreement consisted of not only payroll information, but also applications for employment by individual players accompanied by forms identified as C-110's, which incorporated a players' acceptance of Ohio Workers' Compensation benefits. The complete packet of documents is P-24 of Plaintiff's List of Exhibits.
- 4. Plaintiff is presenting medical claims for thirteen
 (13) teams, but Defendant only received proper documentation for
 ten (10) of the thirteen (13) teams.
- 5. The three (3) teams which did not submit the required documentation are the Louisiana Bayou Beasts, the Mobile Seagulls and the Southern Oregon Heat. Their combined medical claims amount to \$65,833.70.
- 6. On August 2, 2006, Plaintiff's counsel directed correspondence to Defendant's counsel enclosing C-110 forms for these same three (3) teams. However, a review of the documents indicate that these forms are incomplete and only contain signatures with no additional information. In addition, they do not provide any confirmation that these forms were ever submitted to the Defendant and makes no reference to any of the other required documents.
- 7. Plaintiff's List of Exhibits includes a list of the teams which paid money to RPC, a copy of said List being Exhibit

P-23. Only ten (10) teams are listed on the Exhibit and they do not include the Louisiana Bayou Beasts, the Mobile Seagulls and the Southern Oregon Heat.

WHEREFORE, it is the position of the Defendant that based upon the evidence and Plaintiff's own Exhibit that the claims of these three (3) teams should be omitted in their entirety.

DEFENDANT'S SECOND MOTION IN LIMINE

THE CUTOFF DATE FOR CLAIMS PRESENTED IS APRIL 17, 201, BUT IN NO EVENT LATER THAN MAY 17, 2001

- 8. The Service Agreement had an effective date of March 20, 2001 and Paragraph 2 of said Agreement provided that "RPC may terminate this Agreement immediately upon twenty-four (24) hours notice to client in the event of a material breach by client of any of the provisions to this Agreement."
- 9. Paragraph 11 of the Service Agreement identified acts which would constitute a material breach. They included, but were not limited to, the failure to pay the fee, the failure to report timely wage information and the failure to comply with any applicable Federal, State or local law regulation, ordinance, directive or rule.
- 10. Before an employee could be considered for coverage under the Ohio Workers' Compensation Law, it was necessary that they complete a Job Function Position Statement and C-110 form and provide payroll information.

- 11. When RPC did not receive the required information and documentation from the teams in the League, it directed a termination letter dated April 16, 2001 based upon nonpayment and noncompliance with the Service Agreement. Since this was considered a material breach, the Agreement concluded within twenty-four (24) hours of this notice. This would make the April 17, 2001 the cutoff date.
- 12. On the other hand, if it is determined there was no material breach then under Paragraph 2 of the Service Agreement, it provided that "During the Initial Term, RPC or Client may terminate this Agreement by giving written notice of termination to the other party thirty (30) days prior to the effective date of said termination."
- 13. After Plaintiff received Defendant's notice of termination, its President, Caroline Shiver, by letter dated April 17, 2001 requested the League be given thirty (30) days of additional claim coverage. Specifically, the last paragraph of said correspondence stated "We will also expect you are to cover any claims that occur at this time and over the next thirty (30) days which is covered by our contract." A copy of said letter is P-12 of Plaintiff's List of Exhibits.
- 14. Applying this provision of the contract and the request by the League, the cutoff date would be May 17, 2001.

WHEREFORE, Defendant requests that the damage claim by the

Plaintiff be limited to claims occurring by April 17, 2001 or no later than May 17, 2001.

DEFENDANT'S THIRD MOTION IN LIMINE

PLAINTIFF'S CLAIM FOR DAMAGES IS LIMITED TO THE AMOUNT OF THE SERVICE FEES PAID TO THE DEFENDANT

- this litigation, Paragraph 14 titled Warranty provides as follows, "NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, RPC MAKES NO COVENANT, REPRESENTATION, WARRANTY OR AGREEMENT OF ANY KIND, EXPRESSED OR IMPLIED, TO CLIENT OR ANY OTHER PARTY WITH RESPECT TO THE PERFORMANCE BY EMPLOYEES OF SERVICES RENDERED TO CLIENT AS CONTEMPLATED HEREUNDER. UNDER NO CIRCUMSTANCES SHALL RPC TOTAL LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, [INCLUDING BUT NOT LIMITED TO ANY WARRANTY CLAIMS HEREUNDER REGARDLESS OF THE FORM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE] EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO RPC AS SERVICE FEES HEREUNDER [DETERMINED AS THE DATE OF ANY FINAL JUDGMENT IN SUCH ACTION.]"
- 16. Based upon this provision, once the amount of damages has been determined, the Court will be required to mold the verdict so as to reduce any amount of damages to no more than the amount of the service fees paid by Plaintiff to Defendant.
 - 17. The amount of service fees paid by Plaintiff to

Defendant as alleged in Paragraphs 20 and 38 of Plaintiff's Amended Complaint was \$8,136.00.

wherefore, Plaintiff's claims for damages must be reduced and limited to the amount of the service fees paid by Plaintiff to Defendant.

Respectfully submitted, FECZKO AND SEYMOUR

<u>s/Michael J. Seymour</u>

Michael J. Seymour, Esquire PA I.D. No. 00260 Feczko and Seymour Firm I.D. #003 310 Grant Street Suite 520 Grant Building Pittsburgh, PA 15219 (412) 261-4970

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that I served a true and correct copy of the within Defendant's Motion in Limine with Respect to Plaintiff's Damages upon the following **electronically** on the 9th day of November, 2006:

Timothy C. Leventry, Esquire

LEVENTRY, HASCHAK, RODKEY & KLEMENTIK, LLC

1397 Eisenhower Boulevard

Richland Square III, Suite 202

Johnstown, PA 15904

s/Michael J. Seymour
Michael J. Seymour, Esquire
Counsel for Defendant



RPC EMPLOYER SERVICES, INC.

A Program of Integrated Benefits & Services

6824 Big Beaver Boulevard • P.O. Box 350 Beaver Falls, PA 15010-0350

Tel: (724) 843-3020 • Fax: (724) 384-3071

New Employee Packet

	e following forms are mandatory and must be completed and returned for Human Resource yroll processing, for a check to be issued.					
0	Employee Status Box (to be completed by supervisor on application for employment)					
0	Application for Employment (mandatory for applicant processing) (3 pages)					
.0	W-4 Employee's Withholding Allowance Certificate (mandatory for applicant processing)					
	I-9: Employment Eligibility verification (mandatory for applicant processing)					
0	Photo copy of Social Security and Drivers License (or any other form of identification as listed on the I-9 Lists of Acceptable Documents (mandatory for applicant processing)					
	Employment Agreement					
0	Payroll Direct Deposit Authorization Form					
	Local Tax Form (if applicable)					
á	BWC Ohio Workers Compensation Form C-110 (2 pages – on second page only print employee's name and employee's signature where indicated)					
0	Emergency Notice Form					
0	Occupational Privilege Tax Form (if applicable)					
	Statement of Policy					
	Other					
	Client: National Indoor Football League					
	Employee Signature: Date:					
	Supervisor Signature: Date:					
Ple	ease return these forms immediately to : Maureen Ciarolla- Director of Human Resources Operations					
	Date Received by RPC Employer Services, Inc.:					

EXHIBIT

RPC Employer Services

EMPLOYMENT HISTORY

Il applicants must provide the following information on all employers during the preceding three (3) years. Please list employers in reverse order starting with the most recent. Add another sheet if necessary.

Employer Name	e: <u> </u>						·
Employer Name Address:		· · · · · · · · · · · · · · · · · · ·	City: _			State:	Zip:
Contact Name: Employment: fr	·	• • • • • • • • • • • • • • • • • • • •		Dogiston		_ Phone: () _	- ·
Employment: fr	om	to		Position:			
Reason for leav	ing:					·	
Employer Name Address: Contact Name:	e:						
Address:	·		City: _			State:	Zip:
Contact Name: Employment: fr						_ Phone: () _	<u>-</u>
Employment: fr	om	to		Position:			
Reason for leav	ing:						
Employer Name Address: Contact Name:	e:						
Address:	· · .		City: _			State:	Zip:
Contact Name: Employment: fr	•					_ Phone: () _	
Employment: fr	om	to		Position:			
Reason for leav	ing:					<u> </u>	
Employer Name	e:						
Address:			City:		•	State:	Zip:
Contact Name:		* *				_ Phone: () _	
Contact Name: Employment: fr	om	to		Position:			-
Reason for leav	ing:			•		·	
Employer Name	e:						
Employer Name Address:			City:			State:	Zip:
Contact Name:						Phone: ()	-
Contact Name: Employment: fr	om	to		Position:			
Reason for leav	ing:						
			EDUC	CATION			
Please complete	e the follo	wing informati	on:				
. 1	Name of Schoo	l or University	City, St		lajor / Degree	Highest Year	Did you
	· · ·	-			Centification	completed	graduate?
Elementary						12345678	
High School	· · ·						
				4,,,,,		9 10 11 12	
College					•		
Other		,					
Applicants Sig	nature: _					Date:	

Please photocopy and verify two forms of identification as listed on the "Lists of Acceptable Documents" and complete Section 2. Place your signature, title and the date where indicated.

Employees are to complete, sign and date Section 1.

Missing information will delay processing and possibly postpone the employee's first paycheck.

Any questions regarding the completion of this form should be directed to Stacey Hyre, RPC Employer Services. 724-843-3020 x117.

Thank you.

INSTRUCTIONS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS FORM.

An scrimination Notice. It is illegal to discriminate against any individual (other than an alien not authorized to work in the hiring, discharging, or recruiting or referring for a fee because of that individual's national origin or citizenship status. It is illugal to discriminate against work eligible individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because of a future expiration date may also constitute illegal discrimination.

Section 1 - Employee. All employees, citizens and noncitizens, hired after November 6, 1986, must complete Section 1 of this form at the time of hire, which is the actual beginning of employment. The employer is responsible for ensuring that Section 1 is timely and properly completed.

Preparer/Translator Certification. The Preparer/Translator Certification must be completed if Section 1 is prepared by a person other than the employee. A preparer translator may be used only when the employee is unable to complete Section 1 on his/her own. However, the employee must still sign Section 1 personally.

Section 2 - Employer. For the purpose of completing this form, the term "employer" includes those recruiters and referrers for a fee who are agricultural associations, agricultural employers, or farm labor contractors.

Employers must complete Section 2 by examining evidence of identity and employment eligibility within three (3) business days of the date employment begins. If employees are authorized to work, but are unable to present the required lent(s) within three business days, they must present a of for the application of the document(s) within three business days and the actual document(s) within ninety (90) days. However, if employers hire individuals for a duration of less than three business days, Section 2 must be completed at the time employment begins. Employers must record: 1) document title; 2) issuing authority; 3) document number, 4) expiration date, if any; and 5) the date employment begins. Employers must sign and date the certification. Employees must present original documents. Employers may, but are not required to, photocopy the document(s) presented. These photocopies may only be used for the verification process and must be retained with the I-9. However, employers are still responsible for completing the 1-9.

Section 3 - Updating and Reverification. Employers must complete Section 3 when updating and or reverifying the I-9. Employers must reverify employment eligibility of their employees on or before the expiration date recorded in Section 1. Employers CANNOT specify which document(s) they will accept from an employee.

- If an employee's name has changed at the time this form is being updated' reverified, complete Block A.
- If an employee is rehired within three (3) years of the date this form was originally completed and the employee is still eligible to be employed on the same basis as previously indicated on this form (updating), complete Block B and the signature block.

- If an employee is rehired within three (3) years of the date this form was originally completed and the employee's work authorization has expired or if a current employee's work authorization is about to expire (reverification), complete Block B and:
 - examine any document that reflects that the employee is authorized to work in the U.S. (see List A or C).
 - record the document title, document number and expiration date (if any) in Block C, and
 - complete the signature block.

Photocopying and Retaining Form I-9. A blank I-9 may be reproduced provided both sides are copied. The Instructions must be available to all employees completing this form. Employers must retain completed I-9s for three (3) years after the date of hire or one (1) year after the date employment ends, whichever is later.

For more detailed information, you may refer to the INS Handbook for Employers, (Form M-274). You may obtain the handbook at your local INS office.

Privacy Act Notice. The authority for collecting this information is the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a).

This information is for employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States.

This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The form will be kept by the employer and made available for inspection by officials of the U.S. Immigration and Naturalization Service, the Department of Labor, and the Office of Special Counsel for Immigration Related Unfair Employment Practices.

Submission of the information required in this form is voluntary. However, an individual may not begin employment unless this form is completed since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986.

Reporting Burden. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. Often this is difficult because some immigration laws are very complex. Accordingly, the reporting burden for this collection of information is computed as follows: 1) learning about this form, 5 minutes; 2) completing the form, 5 minutes; and 3) assembling and filing (recordkeeping) the form, 5 minutes, for an average of 15 minutes per response. If you have comments regarding the accuracy of this burden estimate, or suggestions for making this form simpler, you can write to both the Immigration and Naturalization Service, 425 I Street, N.W., Room 5304. Washington, D. C. 20536; and the Office of Management and Budget, Paperwork Reduction Project, OMB No. 1115-0136. Washington, D.C. 20503.

LISTS OF ACCEPTABLE DOCUMENTS

LIST A

Documents that Establish Both Identity and Employment Eligibility

- U.S. Passport (unexpired or expired)
- 2. Certificate of U.S. Citizenship (INS Form N-560 or N-561)
- 3. Certificate of Naturalization (INS Form N-550 or N-570)
- Unexpired foreign passport, with I-551 stamp or attached INS Form I-94 indicating unexpired employment authorization
- Alien Registration Receipt Card with photograph (INS Form 1 151 or I-551)
- Unexpired Temporary Resident Card (INS Form I-688)
- Unexpired Employment Authorization Card (INS Form I-688A)
- Unexpired Reentry Permit (INS Form I-327)
- Unexpired Refugee Travel Document (INS Form I-571)
- Unexpired Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B)

LIST B

Documents that Establish Identity

OR

- Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address
- ID card issued by federal, state, or local government agencies or entities provided it contains a photograph or information such as name, date of birth, sex, height, eye-color, and address
- 3. School ID card with a photograph
- 4. Voter's registration card
- 5. U.S. Military card or draft record
- 6. Military dependent's ID card
- U.S. Coast Guard Merchant Mariner Card
- 8. Native American tribal document
- Driver's license issued by a Canadian government authority

For persons under age 18 who are unable to present a document listed above:

- 10. School record or report card
- 11. Clinic, doctor, or hospital record
- Day-care or nursery school record

LIST C

AND Documents that Establish Employment Eligibility

- U.S. social security card issued by the Social Security Administration (other than a card stating it is not valid for employment)
- Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)
- Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
- 4. Native American tribal document
- U.S. Citizen ID Card (INS Form I-197)
- ID Card for use of Resident Citizen in the United States (INS Form I-179)
- 7. Unexpired employment authorization document issued by the INS (other than those listed under List A)

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)

TO BE READ AND SIGNED BY APPLICANT

- It is agreed and understood that the employer or its agents may investigate the applicant's background to ascertain any and all information of concern to applicants' record, whether same is of record or not, and applicant release's employers and persons named herein from all liability for any damages on account of furnishing such information.
- The applicant agrees to furnish such additional information and complete such examination as necessary to complete applicants' employment file.
- It is agreed and understood that if hired, the applicant may be on a probationary period during which time
 applicant may be discharges without recourse. Further, any false statement herein submitted will be
 deemed sufficient reason for rejection or termination of the applicant's employment irrespective of time
 lapsed before discovery.
- The applicant agrees to conform to the rules and regulations of the Company, and understands that
 employment and compensation can be terminated with or without cause, and with or without notice, at any
 time, at the option of either the Company or the individual.
- The applicant further understands that no personnel recruiter, interviewer, or other representative of the Company other than the President has any authority to enter into any agreement for employment for any specified period of time.

THIS CERTIFIES THAT THIS APPLICATION WAS COMPLETED BY ME, AND THAT ALL ENTRIES ON IT AND INFORMATION IN IT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

pplicants Signature:		: -	I	Date:	
	PROCESS RECORD		,		
Hire Date:	Client Assignment:		lejected	Date:	
Rejection Comments :	· 				·
Company Officer Name: Company Officer Signature:			Date:	·	· .
	TRANSFERS		•		
From: to	Date:	Reason:			
From: to	Date:	Reason:			
From: to	Date:	Reason:			
From: to	Date:	Reason:			
•	TERMINATION OF EMPLOYE		•		
Date Terminated:	TERMINATION OF EMPLOTE	MEIAI .			
Dismissed:	Reason:				
Voluntarily Quit:	Reason:	· ·			
Layoff:	Reason:		-		
Advisory Form in File:	Supervisor:				
					· .

Payroll Direct Deposit Authorization

As an employee of RPC Services, Inc., you are able to have your pay directly deposited into your bank account. If you would like to do this, please complete the following. If you do not fill out ALL of the information, the processing of your information will be delayed.

NOTE: FOR VERIFICATION PURPOSES, YOUR FIRST PAYCHECK WILL NOT BE DIRECT

DEPOSITED.	:	·					
Employee Name:		Social Security N	umber:				
I (we) hereby authorize RPC Employer Services, hereinafter called the COMPANY, to initiate credit entries and to initiate, if necessary, debit entries and adjustments for and credit entries in error to my (our) (SELECT ONE)CHECKINGSAVINGS account indicated below and the depository named below, hereinafter called the DEPOSITORY, to credit and/or debit the same to such account.							
Depository Name:	···	Depository Phor	ie No				
City:	<u> </u>	State:	Zip:				
Transit/ABA number:							
Account Number:	·		· · · · · ·				
This authority is to remain notification from me of its COMPANY and the DEPC	termination in such time	and in such manner as	to afford the				
Signature:		Date:					

If you are selecting a checking account we MUST have a voided check attached below.

TO:	ALL	EMPL	OYEES
-----	-----	-------------	--------------

FROM: RPC Employer Services, Inc.

SUBJECT: LOCAL WAGE TAX

Would you like to have your local tax deducted from your paycheck?

(Please Circle)

YES

NO

Signature:	 Date:

In order for RPC to accurately withhold and remit your local wage tax, you must provide ALL of the following required information. RPC CANNOT accept responsibility and/or liability for incorrect or inaccurate information. Therefore if ALL of the following required information is not completed RPC WILL NOT withhold nor remit your local wage taxes.

LOCAL WAGE TAX INFORMATION

EMPLOYEE:	 		
PHYSICAL ADDRESS:	 · ·	<u>. </u>	
PHONE NUMBER:			
COUNTY:			.·
LOCALITY/MUNICIPALITY:			
PERCENTAGE OF TAX:	 		
SCHOOL DISTRICT:			
PERCENTAGE OF TAX:			
TAX BUREAU/COLLECTOR:_			
TAX BUREAU ADDRESS:	· ·		
PHONE NUMBER:			

PLEASE BE REMINDED: If you do not fill out ALL of the information, your local tax will NOT be deducted from your paycheck.

Emergency Notice Form

IN CASE OF AN EMERGENCY NOTIFY:

NAME:		·
ADDRESS:		· .
PHONE:		·
	RE NOT AVAILABLE, OR TH NOTIFIED, PLEASE LIST TH	
NAME:	· · · · · · · · · · · · · · · · · · ·	
ADDRESS:		· .
PHONE:		
· ·	,	·
THE FOLLOWING INFOR	MATION IS NEEDED TO UP	DATE DRIVERS FILES
NAME:	SS#: _	· · · · · · · · · · · · · · · · · · ·
ADDRESS:	DOB:	
	Licer	
· · · · · · · · · · · · · · · · · · ·	Lice	
		•

OCCUPATIONAL PRIVILEGE TAX

Pennsylvania tax regulation requires payment of a \$10.00 occupation privilege tax per employee. This tax will automatically be withheld from your first paycheck unless you remit a receipt of payment for occupation tax withheld for ANY MUNICIPALITY FOR THE CURRENT YEAR with your W-4. If you submit the receipt after the tax is withheld, it will be your responsibility to recoup the extra payment from the municipality's office.

•	
I,concerning payment of occupational	, have received notification privilege tax.
I,concerning payment of occupational my receipt.	, have received notification privilege tax and will be submitting a copy of
Signature:	Date:



RPC EMPLOYER SERVICES, INC.

A Program of Integrated Benefits & Services

6824 Big Beaver Boulevard • P.O. Box 350 Beaver Falls, PA 15010-0350 Tel: (724) 843-3020 • Fax: (724) 384-3071

Statement of Policy

SUBJECT:

Occupational Safety Rules and Regulations

SCOPE:

All employees, full-time, part-time and seasonal

PURPOSE:

To establish guidelines to promote safety and accident prevention

The company believes that by establishing safety policies and accident prevention guidelines, we will be able to deter injuries in our workplace(s). It is our desire to provide the safest equipment. conditions and work environment(s) to our employees. In order to prevent injuries, all members of the company team must be aware of their role in detecting and alerting management to possible hazards. By working together, we can maintain a safe and comfortable working environment for all employees.

- Immediately report an unsafe act or condition to your supervisor. 1.
- 2. Immediately report any property damage or bodily injury to your supervisor.
- 3. Know where fire extinguishers are and their proper use.
- Keep all exits unlocked and clear of blockage. 4.
- Know the quickest evacuation route out of your building.
- 6. Keep emergency telephone numbers visible and easy to access.
- 7. All equipment must be maintained in safe operating conditions. Refrain from using any equipment that is damaged or unfit for use. Report all incidents to your Supervisor.
- 8. Know your safe physical limitations when lifting or moving objects by yourself. Seek assistance when lifting heavy, awkward, or irregularly shaped materials.
- 9. Refrain from any unsafe act or horseplay that might endanger you or your fellow employees.
- 10. Be prepared for weather hazards by dressing appropriately at all times. The proper clothing and footwear will protect against extreme heat and cold, as well as hazards caused by ice, snow, sun, and water.
- 11. Know the Personal Protective Equipment required by your department and wear it at all times. This includes but is not limited to: Eye Protection, Hearing Protection, Clothing, Safety Shoes, or Boots. Gloves and Belts.
- 12. NEVER operate equipment that you have not been properly trained on.
- Authorization must be obtained prior to using any company owned vehicle. All traffic and speed limits 13. laws must be obeyed at all times.
- 14. Recognize your responsibility and role in accident prevention, it begins with you. Work safely at all

I have read the above in its entirety, and I acknowledge that I have been fully informed of my rights and duties and retained a copy.

Em	ploye	e Signature:	 Date:

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U.S. Department of Justice

om 1.9 (Rev. 11-21-91) N

mmigration and Naturalization Service

OMB No. 1115-0136

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Employment Eligibility Verification

Please read instructions carefully before completing this form. The instructions must be available during completion of the form. ANTI-DISCRIMINATION NOTICE. It is illegal to discriminate against work eligible individuals. Employers for specify which document(s) they will accept from an employee. The refusal to hire an individual because of a e expiration date may also constitute lilegal discrimination. Section 1. Employee Information and Verification. To be completed and signed by employee at the time employment begins Print Name: Middle Initial Maiden Name Address (Street Name and Number) ADL # Date of Birth (month!day/year) State Zip C∞de City Social Security / I allest, under penalty of parjury, that I am (check one of the following): I am aware that federal law provides for A citizen or national of the United States Imprisonment and/or fines for false statements or ŏ A Lawful Permanent Resident (Alien # A use of false documents in connection with the An alien authorized to work until completion of this form. (Alien # or Admission # Employee's Signature Date (month/day/year) Preparer and/or Translator Certification. (To be completed and signed if Section 1 is prepared by a person other than the employee.) I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct. Preparer's/Translator's Signature Print Name Address (Street Name and Number, City, State, Zip Code) Date (month/day/year) Section 2. Employer Review and Verification. To be completed and signed by employer. Examine one document from List A OR examine one document from List B and one from List C as listed on the reverse of this form and record the title, number and expiration date, if any, of the document(s) AND List A OR List B List C ament tile: Issuing authority: Document #: Expiration Date (If any): ____/ __/___ Document ≠: Expiration Date (if any): / / CERTIFICATION - I attest, under penalty of perjury, that I have examined the document(s) presented by the above-named employee, that the above-listed document(s) appear to be genuine and to relate to the employee named, that the employee began employment on (month/daylyear) _____/ and that to the best of my knowledge the employee is eligible to work in the United States. (State employment agencies may omit the date the employee began employment). Payroll Administrator -Signature of Employer or Authorized Representative Print Name Business or Organization Name Date (month/day!year) RPC Employer Services, Inc. 6824 Big Beaver Blvd., Beaver Falls, PA 15010-0350 Section 3. Updating and Reverification. To be completed and signed by employer A. New Name (if applicable) B. Date of rehire (month/day/year) (if applicable) C. If employee's previous grant of work authorization has expired, provide the information below for the document that establishes current employment eligibility. Document Title: · Document #: Expiration Date (if any):___/_ set, under penalty of perjury, that to the best of my knowledge, this employee is aligible to work in the United States, and if the employee settled document(s), the document(s) I have examined appear to be genuine and to relate to the individual. Signature of Employer or Authorized Representative Date (month/day/year)

REQUEST FOR INFORMATION FROM PREVIOUS EMPLOYER

FROM: RPC Employer S PO Box 350	ervices, Inc.		
Beaver Falls, PA	15010		
20210112110,771	. 10010	·	
TO:		Date:	· · · · · · · · · · · · · · · · · · ·
To Whom It May Concern:	·		
Mr.	Social Securit	v Number	has
made application to this compa	ny for a position as		and states
made application to this compathat he was employed by you as	s a	from	to
Will you kindly reply to the inquiry and will in no way involve you in any responstamped, self-addressed envelope.			
1. Is the employment record with you	r company correct as s	tated above?	_
2. What kind(s) of work did he do?		<u> </u>	
3. Did he have custody of money or v	raluables?	Were his accounts prope	rly kept?
4. Any record of salary garnishments	?		
5. If employed as a driver, specify equ	uipment driven:		<u> </u>
6. Number of accidents:	Number Preventa	ble:	
7. Was his driver's license ever suspe	ended or revoked?		·
8. Reason for leaving your employ?	Discharged:	Laid Off:	Resigned:
9. Was his general conduct satisfactor			
10. Is he competent for the position he	e is seeking? Yes	s: No:	Other:
11. Would you re-employ? Yes:	No:	Other:	
12. Any remarks with regard to the que	estions above:		
<u> </u>			
Date: For:			
Ву:		· · · · · · · · · · · · · · · · · · ·	
	(Signature of person supplying	g information)	
	Detach here for your fil	es	<u>_</u>
Y 111 111 111 111 111 111 111 111 111 1		Date	·

You are hereby authorized to release all information regarding my services, character, and conduct while in your employ and you are released from any and all llability which may result from furnishing such information.



RPC EMPLOYER SERVICES, INC.

EMPLOYSHARE A Program of Integrated Benefits & Services

6824 Big Beaver Boulevard • P.O. Box 350 Beaver Falls, PA 15010-0350

Tel: (724) 843-3020 • Fax: (724) 384-3071

APPLICATION FOR EMPLOYMENT

Worksite Employer/Client Name: National Indoor Football League

In compliance with Federal and State employment opportunity laws, qualified applicants are considered for all position without regard to race, color, religion, sex, national origin, age, marital status, or non-job related disability.

Must be Comple	eted by:	
Position:	Start Date	
Department:	Pay Rate:	·
Circle One: Full time / Part time	/ Seasonal / Temporary	Mgrs Initials:
Name:	Social Security N	Number:
Address:	Date of	Birth:
City/State/Zip:		
Phone:		
Cellular:		
Address for the past three years:		
CITY		How Long?
	STATE ZIP	How Long? ZIP
CITY	STATE	ZIP
Do you have the legal right to work in	the United States?	
		· .
Have you worked for this company be Dates: Fromto Position:	Rate of Pay?	
Are you now employed? If not Who referred you? Rate of Pay expected?	t, how long since leaving last jo	
Is there any reason you might not be a applied (as described in the attached		
Applicants Signature		Date:

Form W-4 (2001)

Purpose. Complete Form W-4 so your employer withhold the correct Federal income tax your pay. Because your tax situation may age, you may want to refigure your withhold-each year.

Exemption from withholding. If you are exempt, complete only lines 1, 2, 3, 4, and 7, and sign the form to validate it. Your exemption for 2001 expires February 18, 2002.

Note: You cannot claim exemption from withholding if (1) your income exceeds \$750 and includes more than \$250 of unearned income (e.g., interest and dividends) and (2) another person can claim you as a dependent on their tax return.

Basic instructions: If you are not exempt, complete the Personal Allowances Worksheet below. The worksheets on page 2 adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earher/two-job situations. Complete all worksheets that apply. They will help you figure the number of withholding allowances you are entitled to claim. However, you may claim fewer (or zero) allowances.

Head of household. Generally, you may claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See line E below.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the Personal Allowances Worksheet below. See Pub. 919, how Do I Adjust My Tax Withholding? for information on converting your other credits into withholding allowances.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends.

consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may own additional tax

Two earners/two jobs. If you have a working spouse or more tran one job, figure the total number of allowances you are entitled to claim on all jobs using worksneets from only one form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others.

Check your withholding, After your Form W-4 takes effect, use P_b, 919 to see how the dollar amount you are naving withheld compares to your projected total tax for 2001. Get Pub. 919 especially if you used the Two-Earner/Two-Job Worksheet on page 2 and your earnings exceed \$150,000 (Single) or \$200,000 (Married)

Recent name change? If your name on line 1 differs from that shown on your social security card. call 1-800-772-1213 for a new social security card.

leductions, certain	credits, adjustments to nonwage income, such as	interest or divide	ends.	* **	
	Personal Allowances Workshe	et (Keep for your	records.)	<u> </u>	<u> </u>
Enter "1" for yo	urself if no one else can claim you as a dependent				. A
ſ	 You are single and have only one job; or 			ì	
Enter "1" if: {	 You are married, have only one job, and your sp 	ouse does not	work; or	}	в
. (Your wages from a second job or your spouse's way 	ages (or the total	of both) are \$1,00	00 or less.	
Enter "1" for yo	our spouse. But, you may choose to enter -0- if yo	ou are married a	and have either a	working spo	use or
-	ob. (Entering -0- may help you avoid having too litt			• ,	
Enter number of	f dependents (other than your spouse or yourself) y	you will claim or	your tax return		D
Enter "1" if you	will file as head of household on your tax return (s	see conditions u	nder Head of ho	usehold abo	ve) . E
· , •	have at least \$1,500 of child or dependent care e				F
•	nclude child support payments. See Pub. 503, Child	•	• •		
	it (including additional child tax credit):	• •		, , , ,	
	come will be between \$18,000 and \$50,000 (\$23,000 a	ind \$63,000 if ma	orried), enter "1" fo	or each eligible	e child
•	come will be between \$50,000 and \$80,000 (\$63,00			-	
	en, enter "2" if you have three or four eligible children				
	h G and enter total here. (Note: This may be different from t				
Aca lines A thoug	 If you plan to itemize or claim adjustments to 			-	•
_ {	and Adjustments Worksheet on page 2.	medine and we	in to reduce you	withining.	see the Deduction
For accuracy.	 If you are single, have more than one job an 	d vour combine	d earnings from	all iobs avens	nd \$35,000 or if v
complete all	are married and have a working spouse or m	-	•	•	
worksheets	\$60,000. see the Two-Earner/Two-Job Works	-	•	-	•
that apply.	If neither of the above situations applies, stop !				
	The field of the above situations applies, stop i	nere and enter a	ile ridinger noth it	ise in Orymie 3	O FOITH W-4 DEIO
•••••	··· Cut here and give Form W-4 to your employ	yer. Keep the to	p part for your re	cords	•••••••
181: A	Employee's Withholding	Allowana	o Cortifica	· ·	I OMB No. 1545-001
_{2rm} W-4	Employee's Withholding	Allowalic	e Certifica	LE .	ഉ∧∧1
quartment of the Treasury ernal Revenue Service	► For Privacy Act and Paperwork Re	eduction Act No	tice, see page 2.		<u> </u>
	if first name and middle initial Last name			2 Your socia	a: security number
7 F : F 7	* 1				
Home address in	number and street or rural route)		<u> </u>	· · ·	
	and sales of raid rode,				old at higher Single rat
City or town, sta	te and 7ID code				nt alen, chock the Single b
City of town, sa	ie, and an edge	,	name differs from		
· · · ·			e. You must call 1-		
	of allowances you are claiming (from line H above of		cable worksheet	on page 2)	5
Additional am	ount, if any, you want withheld from each payched	k			6 5
I claim exemp	tion from withholding for 2001, and I certify that I m	eet both of the	following condition	ons for exemp	otion: ////////////////////////////////////
	had a right to a refund of all Federal income tax wi				
 This year I 	expect a refund of all Federal income tax withheld	because I exped	ct to have no tax	liability.	
	oth conditions, write "Exempt" here	<u></u>	≻	71	
nuer penalties of perju	ery, I certify that I am entitled to the number of withholding all	owances claimed o	n this certificate, or I	am entitied to	laim exempt status.
mployee's signatu orm is not valid	re				
niess you sign it.)	•	* .	Date ►		
Employer's name	e and address (Employer: Complete lines 8 and 10 only if sen	ding to the IRS.)	9 Office code	10 Employer	dentification number
·	the state of the s		(optional)		



RPC EMPLOYER SERVICES, INC.

A Program of Integrated Benefits & Services

6824 Big Beaver Boulevard • P.O. Box 350 Beaver Falls, PA 15010-0350 Tel: (724) 843-3020 • Fax: (724) 384-3071

Ne	w Employee Packet	
	e following forms are mandatory and must be completed and returned for Human Resource yroll processing, for a check to be issued.	;e
0	Employee Status Box (to be completed by supervisor on application for employment)	
0	Application for Employment (mandatory for applicant processing) (3 pages)	
.0	W-4 Employee's Withholding Allowance Certificate (mandatory for applicant processing)	
	I-9: Employment Eligibility verification (mandatory for applicant processing)	
a	Photo copy of Social Security and Drivers License (or any other form of identification as listed on t I-9 Lists of Acceptable Documents (mandatory for applicant processing)	he
	Employment Agreement	
0	Payroll Direct Deposit Authorization Form	
	Local Tax Form (if applicable)	
á	BWC Ohio Workers Compensation Form C-110 (2 pages – on second page only print employee's name and employee's signature where indicated)	3
0	Emergency Notice Form	
0	Occupational Privilege Tax Form (if applicable)	
0	Statement of Policy	
a	Other	
	Client: National Indoor Football League	
	Employee Signature: Date:	
	Supervisor Signature: Date:	
Ple	ase return these forms immediately to: Maureen Ciarolla- Director of Human Resources Operations	
	Date Received by RPC Employer Services, Inc.:	

EXHIBIT

RPC Employer Services

EMPLOYMENT HISTORY

Il applicants must provide the following information on all employers during the preceding three (3) years. Please list employers in reverse order starting with the most recent. Add another sheet if necessary.

Employer Name	::					·
Address:		. <u> </u>	City: _		State:	Zip:
Contact Name:		• • •			State: Phone: ()
Employment: fr	om	to	·	Position:		
Reason for leav	ing:					
Employer Name Address: Contact Name:	::					
Address:	·		City: _		State:	Zip: <u>. </u>
Contact Name:					Phone: (1
Employment: fr	om	to		Position:		
Reason for leav	ing:					
Employer Name): 				State:Phone: (
Address:			City: _		State:	Zip:
Contact Name:	•			····	Phone: ()
Employment: fr	o <u>m</u>	to		Position:	Phone: (
Reason for leav	ing:					
Employer Name	<u> </u>		٠			
Address:			City: _	,	State:	Zip:
Contact Name:					Phone: ()
Employment: fr	om	_ to		Position:	Phone: (
Reason for leav	ing:					
Address:	:	- 	City:		State: Phone: (Zip:
Contact Name:					Phone: () -
Employment: fr	om	to		Position:	Filolie. (
Reason for leav						
•			EDU	CATION		
Please complete	the follow	ving informati	on:		·	·
·	Name of School	or University	City, St	ate Major / E Certific		Did you graduate?
Elementary						
					1234567	0
High School					9 10 11	12
College						
041	_ 	<u>.</u>				
Other						
					D-4-	1
Applicants Sig	nature: _		***		Date:	 _

Please photocopy and verify two forms of identification as listed on the "Lists of Acceptable Documents" and complete Section 2. Place your signature, title and the date where indicated.

Employees are to complete, sign and date Section 1.

Missing information will delay processing and possibly postpone the employee's first paycheck.

Any questions regarding the completion of this form should be directed to Stacey Hyre, RPC Employer Services. 724-843-3020 x117.

Thank you.

INSTRUCTIONS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS FORM.

An iscrimination Notice. It is illegal to discriminate against any individual (other than an alien not authorized to work in the hiring, discharging, or recruiting or referring for a fee because of that individual's national origin or citizenship status. It is illegal to discriminate against work eligible individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because of a future expiration date may also constitute illegal discrimination.

Section 1 - Employee. All employees, citizens and noncitizens, hired after November 6, 1986, must complete Section 1 of this form at the time of hire, which is the actual beginning of employment. The employer is responsible for ensuring that Section 1 is timely and properly completed.

Preparer/Translator Certification. The Preparer/Translator Certification must be completed if Section 1 is prepared by a person other than the employee. A preparer translator may be used only when the employee is unable to complete Section 1 on his/her own. However, the employee must still sign Section 1 personally.

Section 2 - Employer. For the purpose of completing this form, the term "employer" includes those recruiters and referrers for a fee who are agricultural associations, agricultural employers, or farm labor contractors.

Employers must complete Section 2 by examining evidence of identity and employment eligibility within three (3) business days of the date employment begins. If employees are authorized to work, but are unable to present the required ent(s) within three business days, they must present a if for the application of the document(s) within three business days and the actual document(s) within ninety (90) days. However, if employers hire individuals for a duration of less than three business days, Section 2 must be completed at the time employment begins. Employers must record: 1) document title; 2) issuing authority; 3) document number, 4) expiration date, if any; and 5) the date employment begins. Employers must sign and date the certification. Employees must present original documents. Employers may, but are not required to, photocopy the document(s) presented. These photocopies may only be used for the verification process and must be retained with the I-9. However, employers are still responsible for completing the I-9.

Section 3 - Updating and Reverification. Employers must complete Section 3 when updating and or reverifying the 1.9. Employers must reverify employment eligibility of their employees on or before the expiration date recorded in Section 1. Employers CANNOT specify which document(s) they will accept from an employee.

- If an employee's name has changed at the time this form is being updated/reverified, complete Block A.
- If an employee is rehired within three (3) years of the date this form was originally completed and the employee is still eligible to be employed on the same basis as previously indicated on this form (updating), complete Block B and the signature block.

 If an employee is rehired within three (3) years of the date this form was originally completed and the employee's work authorization has expired or if a current employee's work authorization is about to expire (reverification), complete Block B and:

examine any document that reflects that the employee is authorized to work in the U.S. (see

List A or C).

 record the document title, document number and expiration date (if any) in Block C, and

complete the signature block.

Photocopying and Retaining Form I-9. A blank I-9 may be reproduced provided both sides are copied. The Instructions must be available to all employees completing this form. Employers must retain completed I-9s for three (3) years after the date of hire or one (1) year after the date employment ends, whichever is later.

For more detailed information, you may refer to the INS Handbook for Employers, (Form M-274). You may obtain the handbook at your local INS office.

Privacy Act Notice. The authority for collecting this information is the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a).

This information is for employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States.

This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The form will be kept by the employer and made available for inspection by officials of the U.S. Immigration and Naturalization Service, the Department of Labor, and the Office of Special Counsel for Immigration Related Unfair Employment Practices.

Submission of the information required in this form is voluntary. However, an individual may not begin employment unless this form is completed since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986.

Reporting Burden. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. Often this is difficult because some immigration laws are very complex. Accordingly, the reporting burden for this collection of information is computed as follows: 1) learning about this form, 5 minutes; 2) completing the form, 5 minutes; and 3) assembling and filing (recordkeeping) the form, 5 minutes, for an average of 15 minutes per response. If you have comments regarding the accuracy of this burden estimate, or suggestions for making this form simpler, you can write to both the Immigration and Naturalization Service, 425 I Street, N.W., Room 5304. Washington, D. C. 20536; and the Office of Management and Budget, Paperwork Reduction Project, OMB No. 1115-0136. Washington, D.C. 20503.

LISTS OF ACCEPTABLE DOCUMENTS

LIST A

Documents that Establish Both Identity and Employment Eligibility

- U.S. Passport (unexpired or expired)
- Certificate of U.S. Citizenship (INS Form N-560 or N-561)
- 3. Certificate of Naturalization (INS Form N-550 or N-570)
- Unexpired foreign passport, with I-551 stamp or attached INS Form I-94 indicating unexpired employment authorization
- Alien Registration Receipt Card with photograph (INS Form I 151 or I-551)
- Unexpired Temporary Resident Card (INS Form I-688)
- Unexpired Employment Authorization Card (INS Form I-688A)
- Unexpired Reentry Permit (INS Form I-327)
- Unexpired Refugee Travel Document (INS Form I-571)
- Unexpired Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B)

LIST B

Documents that Establish Identity

OR

- Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address
- ID card issued by federal, state, or local government agencies or entities provided it contains a photograph or information such as name, date of birth, sex, height, eye-color, and address
- School ID card with a photograph
- 4. Voter's registration card
- 5. U.S. Military card or draft record
- 6. Military dependent's ID card
- U.S. Coast Guard Merchant Mariner Card
- 8. Native American tribal document
- Driver's license issued by a Canadian government authority

For persons under age 18 who are unable to present a document listed above:

- 10. School record or report card
- 11. Clinic, doctor, or hospital record
- Day-care or nursery school record

LIST C

AND

Documents that Establish Employment Eligibility

- U.S. social security card issued by the Social Security Administration (other than a card stating it is not valid for employment)
- Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)
- Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
- 4. Native American tribal document
- U.S. Citizen ID Card (INS Form I-197)
- ID Card for use of Resident Citizen in the United States (INS Form I-179)
- 7. Unexpired employment authorization document issued by the INS (other than those listed under List A)

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)

TO BE READ AND SIGNED BY APPLICANT

- It is agreed and understood that the employer or its agents may investigate the applicant's background to
 ascertain any and all information of concern to applicants' record, whether same is of record or not, and
 applicant release's employers and persons named herein from all liability for any damages on account of
 furnishing such information.
- The applicant agrees to furnish such additional information and complete such examination as necessary to complete applicants' employment file.
- It is agreed and understood that if hired, the applicant may be on a probationary period during which time
 applicant may be discharges without recourse. Further, any false statement herein submitted will be
 deemed sufficient reason for rejection or termination of the applicant's employment irrespective of time
 lapsed before discovery.
- The applicant agrees to conform to the rules and regulations of the Company, and understands that
 employment and compensation can be terminated with or without cause, and with or without notice, at any
 time, at the option of either the Company or the individual.
- The applicant further understands that no personnel recruiter, interviewer, or other representative of the Company other than the President has any authority to enter into any agreement for employment for any specified period of time.

THIS CERTIFIES THAT THIS APPLICATION WAS COMPLETED BY ME, AND THAT ALL ENTRIES ON IT AND INFORMATION IN IT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

oplicants Signature:						Date:		
			P	ROCESS RECORD	 .	,		
Hire Position.	Date:			. Client Assignment:	· · · · · · · · · · · · · · · · · · ·	Rejected		
	Comments :		· 					
				· · · · · · · · · · · · · · · · · · ·				
`omnan'								
Company	Officer Name:					•		
Company	Officer Name:					•		
ompany	Officer Name: Officer Signature: _			TRANSFERS	. ·	Date:		
rom:	Officer Name: Officer Signature: _	to		TRANSFERS Date:	Reason:	Date:		
rom: From:	Officer Name: Officer Signature: _	toto		TRANSFERS Date: Date: Date:	Reason:	Date:		
From: From: From:	Officer Name: Officer Signature: _	toto		TRANSFERS Date: Date: Date:	Reason:	Date:		
From: From: From: From:	Officer Name:	to to to to to		TRANSFERS Date: Date: Date: Date:	Reason: Reason: Reason: Reason:	Date:		
From: From: From:	Officer Name:	to to to to to		TRANSFERS Date: Date: Date:	Reason: Reason: Reason: Reason:	Date:		
rom: From: From:	Officer Name:	to to to to to	TERMI	TRANSFERS Date: Date: Date: Date:	Reason: Reason: Reason: Reason:	Date:		
From: From: From: Prom: Date Tem Dismisse	Officer Name: Officer Signature: minated:	totototo	TERMIT	TRANSFERS Date: Date: Date: Date:	Reason: Reason: Reason: Reason:	Date:		,
From: From: From: From: Date Tem Dismisse Voluntar	Officer Name:	totototo	TERMIT	TRANSFERS Date: Date: Date: Date:	Reason: Reason: Reason: Reason:	Date:		,

Payroll Direct Deposit Authorization

As an employee of RPC Services, Inc., you are able to have your pay directly deposited into your bank account. If you would like to do this, please complete the following. If you do not fill out ALL of the information, the processing of your information will be delayed.

NOTE: FOR VERIFICATION DEPOSITED.	ON PURPOSES, YOUR I	FIRST PAYCHECK WILI	L NOT BE DIRECT	
Employee Name:		Social Security	Number:	_
I (we) hereby authorize Ricredit entries and to initiate error to my (our) (SELEC below and the depository debit the same to such according to the same to s	e, if necessary, debit enter the CT ONE)CHEC named below, hereinaf	ntries and adjustments for KING SAVIN	or and credit entries in GS account indicated	
Depository Name:	· .	Depository Pho	one No.	
City:		State:	Zip:	
Transit/ABA number:				_
Account Number:				
This authority is to remain notification from me of its COMPANY and the DEP	termination in such tir	ne and in such manner a	s to afford the	
Signature:		Date:		

If you are selecting a checking account we MUST have a voided check attached below.

TO: ALL EMPLOYEES

FROM: RPC Employer Services, Inc.

SUBJECT: LOCAL WAGE TAX

Would you like to have your local tax deducted from your paycheck?

(Please Circle)

YES

NO

Signature:	 Date:

In order for RPC to accurately withhold and remit your local wage tax, you must provide ALL of the following required information. RPC CANNOT accept responsibility and/or liability for incorrect or inaccurate information. Therefore if ALL of the following required information is not completed RPC WILL NOT withhold nor remit your local wage taxes.

LOCAL WAGE TAX INFORMATION

EMPLOYEE:			
PHYSICAL ADDRESS:			
PHONE NUMBER:			
COUNTY:			
LOCALITY/MUNICIPALITY:			
PERCENTAGE OF TAX:			
SCHOOL DISTRICT:			
PERCENTAGE OF TAX:			٠.
TAX BUREAU/COLLECTOR:		•	
TAX BUREAU ADDRESS:	٠.		
PHONE NUMBER:	· · · · · · · · · · · · · · · · · · ·		

PLEASE BE REMINDED: If you do not fill out ALL of the information, your local tax will NOT be deducted from your paycheck.

Emergency Notice Form

IN CASE OF AN EMERGENCY NOTIFY:

NAME:		
ADDRESS:	· .	
PHONE:		
	ARE NOT AVAILABLE, OR THERE IS ANY ANONE NT NOTIFIED, PLEASE LIST THAT PERSON BELOW.	
NAME:		
ADDRESS:		
PHONE:		
	, , , , , , , , , , , , , , , , , , ,	
	ORMATION IS NEEDED TO UPDATE DRIVERS FILES	3
NAME:	SS#:	_
_	DOB:	
	License State:	
·	License No.:	

OCCUPATIONAL PRIVILEGE TAX

I, _______, have received notification concerning payment of occupational privilege tax and will be submitting a copy of my receipt.

Signature: ____ Date:____



RPC EMPLOYER SERVICES, INC.

A Program of Integrated Benefits & Services

6824 Big Beaver Boulevard • P.O. Box 350 Beaver Falls, PA 15010-0350 Tel: (724) 843-3020 • Fax: (724) 384-3071

Statement of Policy

SUBJECT: SCOPE:

Occupational Safety Rules and Regulations

All employees, full-time, part-time and seasonal

PURPOSE:

To establish guidelines to promote safety and accident prevention

The company believes that by establishing safety policies and accident prevention guidelines, we will be able to deter injuries in our workplace(s). It is our desire to provide the safest equipment, conditions and work environment(s) to our employees. In order to prevent injuries, all members of the company team must be aware of their role in detecting and alerting management to possible hazards. By working together, we can maintain a safe and comfortable working environment for all employees.

- 1. Immediately report an unsafe act or condition to your supervisor.
- 2. Immediately report any property damage or bodily injury to your supervisor.
- 3. Know where fire extinguishers are and their proper use.
- 4. Keep all exits unlocked and clear of blockage.
- Know the quickest evacuation route out of your building.
- Keep emergency telephone numbers visible and easy to access. 6.
- 7. All equipment must be maintained in safe operating conditions. Refrain from using any equipment that is damaged or unfit for use. Report all incidents to your Supervisor.
- Know your safe physical limitations when lifting or moving objects by yourself. Seek assistance when 8. lifting heavy, awkward, or irregularly shaped materials.
- 9. Refrain from any unsafe act or horseplay that might endanger you or your fellow employees.
- 10. Be prepared for weather hazards by dressing appropriately at all times. The proper clothing and footwear will protect against extreme heat and cold, as well as hazards caused by ice, snow, sun, and water.
- 11. Know the Personal Protective Equipment required by your department and wear it at all times. This includes but is not limited to: Eye Protection, Hearing Protection, Clothing, Safety Shoes, or Boots, Gloves and Belts.
- 12. NEVER operate equipment that you have not been properly trained on.
- Authorization must be obtained prior to using any company owned vehicle. All traffic and speed limits 13. laws must be obeyed at all times.
- 14. Recognize your responsibility and role in accident prevention, it begins with you. Work safely at all times.

I have read the above in its entirety, and I acknowledge that I have been fully in	formed of my rights and duties
and retained a copy.	•

Employee Signature:	·		Date:	
---------------------	---	--	-------	--

Case 2:02-cv-00548-TFM Document 105 Filed 11/09/06 Page 34 of 67

U.S. Department of Justice

Form 1-9 (Rev. 11-21-91) N

mmigration and Naturalization Service Employment Eligibility Verification

OMB No. 1115-0136

the form	a. ANTI-DISCRIMINATIO	ON NOTICE. It is illectively the state of the contract of the	gal to disc om an emi	riminate again	must be available during co st work eligible Individuals fusal to hire an Individual b	Employers
Section	1. Employee Information	on and Verification. To	o be complete	ed and signed by e	mployee at the time employment be	gins
Print Name	e: Last	First		Middle Initia	Maiden Name	
Address (Sireel Name and Number)			Apl #	Date of Birth (month/day/ye	ar)
City	• •	State	· · · · ·	Zip Code	Social Security /	
Imprisor	aware that federal landers and/or fines for false documents in cotion of this form.	alse statements or	l atlest, t	A citizen or nation A Lawful Perman	rjury, that I am (check one of the folial of the United States ent Resident (Alien # A do not until / / / / / / / / / / / / / / / / / / /	(lowing):
Employee':	s Signature		L		Date (month/day/year)	
			er er eg gae e			
· · · ·	Preparer and/or Translat other than the employee.) I a to the best of my knowledge to	test, under penalty of perju	ury, that I he	and signed if Se ve assisted in the	ction 1 is prepared by a person completion of this form and that	
· .	Preparer's/Translator's Signatur	c	Pr	int Name		
•	Address (Street Name and Nur	nder, City, State, Zip Code)			Date (month/daylyear)	-
the docum	title:	OR -	List B		ND List C	n date, if any, of
Document	ation Date (if any):ff_	_ 	/			·
. Document	ation Date (if any): / /					
CERTIFIC employe employe is eligib employn	CATION - I attest, under pe e, that the above listed of e began employment on ie to work in the United	nalty of perjury, that I is document(s) appear to month/day/year). It States. (State emp	be genu /	ine and to rel _and that to thingencies may	ment(s) presented by the abate to the employee name to best of my knowledge the omit the date the emplo	id, that the e employee yee began
Business o	or Organization Name	RPC Employer Services	, Inc.		Date (monmiday!year)	
	·	6824 Big Beaver Blvd.,	Beaver Fall	s, PA 15010-035	50	٠
Section	3. Updating and Rever	fication. To be completed	and signed	py employer		
	tame (if applicable)				Date of rehire (month/day/year) (i	f applicable)
C. II em eligib		suthonzation has expired, pro	vide the infor		ne document that establishes currention Date (if any)://	nt employment
set, ui	nder penalty of penury, that to i document(s), the document(the best of my knowledges) I have examined appear	e, this emple	oyee is sligible to	work in the United States, and i	f the employee
	ol Employer or Authorized Repres			, , , , , , , , , , , , , , , , , , , ,	Date (month/daylyear)	

REQUEST FOR INFORMATION FROM PREVIOUS EMPLOYER

FROM:	RPC Employer Services, Inc. PO Box 350 Beaver Falls, PA 15010		
TO:	en significant de la companya de la La companya de la co		Date:
Mr.	t May Concern: Social Section to this company for a position semployed by you as a	curity Number n as	has and states
Will ye	ou kindly reply to the inquiry below regarding this vay involve you in any responsibility. For your conditions are envelope.	s applicant? Your repl	ly will be read in strict confidence
1. Is the em	ployment record with your company correc	t as stated above? _	
2. What kind	d(s) of work did he do?	·	
3. Did he ha	ve custody of money or valuables?	Were his accoι	ints properly kept?
4. Any reco	rd of salary garnishments?	<u> </u>	
5. If employ	ed as a driver, specify equipment driven:		
6. Number of	of accidents: Number Prev	ventable:	
7. Was his o	driver's license ever suspended or revoked?	·	·
8. Reason fo	or leaving your employ? Discharged:	Laid Off:	Resigned:
9. Was his g	general conduct satisfactory? Yes: _	No: _	Other:
10. Is he com	petent for the position he is seeking?	Yes: N	o: Other:
11. Would yo	u re-employ? Yes:No	o:	Other:
	rks with regard to the questions above:		
		<u> </u>	
Date:	For:(Name of Company)	·	
	By:(Signature of person a		· · · · · · · · · · · · · · · · · · ·
-	(arginitate of pajositi		
	. Detach here for	your files	
Y	*.*		Datas

You are hereby authorized to release all information regarding my services liability which may result from furnishing such information.

(Former Employee)



RPC EMPLOYER SERVICES, INC.

EMPLOYSHARE®

A Program of Integrated Benefits & Services

6824 Big Beaver Boulevard • P.O. Box 350 Beaver Falls, PA 15010-0350 Tel: (724) 843-3020 • Fax: (724) 384-3071

APPLICATION FOR EMPLOYMENT

Worksite Employer/Client Name: National Indoor Football League

In compliance with Federal and State employment opportunity laws, qualified applicants are considered for all position without regard to race, color, religion, sex, national origin, age, marital status, or non-job related disability.

pleted by: _		
	Start Date	
<u> </u>	Pay Rate:	· · · · · · · · · · · · · · · · · · ·
ne / Season	al / Temporary	Mgrs Initials:
	Social Security I	Number:
· .	Date of	Birth:
CTATE	710	How Long?
		How Long?ZIP
8	STATE	ZIP
k in the United	States?	
•	*	
_	Rate of Pay?	
not, how long	since leaving last jo	
		or the job which you have
	STATE stin the United before? not, how long be able to perfore able to perform able able to perfore able to perform able able to perfore able able to perfore able to perform able able to perform able able to perform able able able able able able able able	Pay Rate: ne / Seasonal / Temporary Social Security I Date of Gounty:

Form W-4 (2001)

Purpose. Complete Form W-4 so your employer withhold the correct Federal income tax your pay. Because your tax situation may lige, you may want to refigure your withhold-seach year.

exemption from withholding. If you are exempt complete only lines 1, 2, 3, 4, and 7, and sign the form to validate it. Your exemption for 2001 expires February 18, 2002.

Note: You cannot daim exemption from withholding if (1) your income exceeds \$750 and includes more than \$250 of unearned income (e.g., interest and dividends) and (2) another person can claim you as a dependent on their tax return.

Basic instructions: If you are not exempt, complete the Personal Allowances Worksheet below. The worksheets on page 2 adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earher/two-job situations. Complete all worksheets that apply. They will help you figure the number of withholding allowances you are entitled to claim. However, you may claim fewer (or zero) allowances.

Head of household. Generally, you may claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See line E below.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the Personal Allowances Worksheet below. See Pub. 919, How Do I Adjust My Tax Withholding? for information on converting your other credits into withholding allowances.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends,

consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax

Two earners/two jobs. If you have a working spouse or more tran one job, figure the total number of allowances you are entitled to claim on all jobs using worksneets from only one form W-4. Your withholding usually will be most accurate when all allowances are claimed on the form W-4 for the highest paying job and zero allowances are claimed on the others.

allowances are claimed on the others.

Check your withholding. After your Form W-4 takes effect, use P-b. 919 to see how the dollar amount you are raving withheld compares to your projected tota: tax for 2001. Get Pub. 919 especially if you used the Two-Earner/Two-Job Worksheet on page 2 and your earnings exceed \$150.000 (Single) or \$200.000 (Married)

Recent name change? If your name on line 1 differs from that shown on your social security card, call 1-800-772-1213 for a new social security card.

	Personal Allowances Workshe			<u> </u>
A Foter "1" for you	rself if no one else can claim you as a dependent		1000,03.7	^
· .	You are single and have only one job; or		• • • •	; ^
i	You are married, have only one job, and your sp	ouse does not	work: or	, B
	Your wages from a second job or your spouse's wa			00 or less.
	ir spouse. But, you may choose to enter -0- if yo			•
•	b. (Entering -0- may help you avoid having too little			c
D Enter number of	dependents (other than your spouse or yourself) y	ou will claim or	your tax return	D
E Enter "1" if you will file as head of household on your tax return (see conditions under Head of household above) . E			usehold above) . E	
F Enter "1" if you have at least \$1,500 of child or dependent care expenses for which you plan to claim a credit F			laim a credit F	
(Note: Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)			for details.)	
	(including additional child tax credit):			
 If your total income 	ome will be between \$18,000 and \$50,000 (\$23,000 a	nd \$63,000 if ma	irried), enter "1" fo	or each eligible child.
•	ome will be between \$50,000 and \$80,000 (\$63,00	•	•	, , -
	n, enter "2" if you have three or four eligible children.			-
Add lines A through	G and enter total here. (Note: This may be different from the			-
1	If you plan to itemize or claim adjustments to	income and wa	int to reduce your	withholding, see the Deduction
For accuracy.	and Adjustments Worksheet on page 2.		d (Wisher and 625 000
complete all	 If you are single, have more than one job and are married and have a working spouse or me 	-	-	•
worksheets	\$60,000, see the Two-Earner/Two-Job Works			
that apply.	If neither of the above situations applies, stop h	· -	-	
Form W-4 Department of the Treasury	Employee's Withholding	Allowanc	e Certifica	
Tuno or prot wave	► For Privacy Act and Paperwork Re first name and middle initial — Last name	eduction Act IVO	ice, see page 2.	2 Your social security number
1 Type or print your	instrume and middle initial Cast name			2 Your social security number
Home address Inu	imber and street or rural route)			<u> </u>
· ·				rried, but withhold at higher Single rate nuse is a corresident alen, check the Single bo
City or town, state	and ZIP code			that on your social security card,
.:		ŀ ·		800-772-1213 for a new card. ► [
5 Total number o	of allowances you are claiming (from line H above o			
	unt, if any, you want withheld from each paycheck		cadic Worksheet	6 5
	on from withholding for 2001, and I certify that I m		following condition	ons for exemption:
	ad a right to a refund of all Federal income tax wit		-	
	spect a refund of all Federal income tax withheld t			
If you meet bot	th conditions, write "Exempt" here	<u></u>		7
Under penalties of perjur Employee's signature (Form is not valid	y, I certify that I am entitled to the number of withholding allo e	iwances claimed o		am entitled to claim exempt status.
uniess you sign it.)			Date ►	- : : : : : : : : : : : : : : : : : : :
Employer's name	and address (Employer: Complete lines 8 and 10 only if send	ting to the IRS.)	9 Office code (optional)	10 Employer identification number
			,5,5,5,5,1	



RPC EMPLOYER SERVICES, INC.

EMPLOYSHARE[™]

A Program of Integrated Benefits & Services

6824 Big Beaver Boulevard • P.O. Box 350 Beaver Falls, PA 15010-0350 Tel: (724) 843-3020 • Fax: (724) 384-3071

New Employee Packet

The following forms	are mandatory	and must be	completed an	id returned f	or Human	Resource /
Payroll processing,	for a check to h	e issued.				

Pa	yroll processing, for a check to be issued.		
	Employee Status Box (to be completed by supervisor on application for employment)		
_	Application for Employment (mandatory for applicant processing) (3 pages)		
כ	W-4 Employee's Withholding Allowance Certificate (mandatory for applicant processing)		
-	I-9: Employment Eligibility verification (mandatory for applicant processing)		
-	Photo copy of Social Security and Drivers License (or any other form of identification as listed on the I-9 Lists of Acceptable Documents (mandatory for applicant processing)		
_	Employment Agreement		
-	Payroll Direct Deposit Authorization Form		
_	Local Tax Form (if applicable)		
ź	BWC Ohio Workers Compensation Form C-110 (2 pages – on second page only print employee's name and employee's signature where indicated)		
	Emergency Notice Form		
	Occupational Privilege Tax Form (if applicable)		
	Statement of Policy		
	Other		
	Client: National Indoor Football League		
	Employee Signature: Date:		
	Supervisor Signature: Date:		
Ple	ease return these forms immediately to : Maureen Ciarolla- Director of Human Resources Operations		
	Date Received by RPC Employer Services, Inc.:		
	Date Received by RFC Employer Services, Inc.:		

EXHIBIT

P-24

RPC Employer Services

EMPLOYMENT HISTORY

Il applicants must provide the following information on all employers during the preceding three (3) years. Please list employers in reverse order starting with the most recent. Add another sheet if necessary.

State: Phone: () State: Phone: ()	Zip:
State:Phone: ()	Zip:
State:Phone: ()	Zip:
State: Phone: ()	Zip:
Phone: ()	_ Zip:
Phone: ()	Zip:
Phone: ()	_ Zip:
Phone: ()	
·	
State:	Zip:
State: Phone: ()	
State:	Zip:
Phone: ()	
Phone: ()	
State:	7in:
Phone: ()	_ Z.p
Phone: ()	
ree Highest Year on completed	Did you graduate?
12345678	
0 10 11 12	
9 10 11 12	
	1
_	9 10 11 12

Please photocopy and verify two forms of identification as listed on the "Lists of Acceptable Documents" and complete Section 2. Place your signature, title and the date where indicated.

Employees are to complete, sign and date Section 1.

Missing information will delay processing and possibly postpone the employee's first paycheck.

Any questions regarding the completion of this form should be directed to Stacey Hyre, RPC Employer Services. 724-843-3020 x117.

Thank you.

INSTRUCTIONS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS FORM.

An iscrimination Notice. It is illegal to discriminate against any individual (other than an alien not authorized to work in the hiring, discharging, or recruiting or referring for a fee because of that individual's national origin or citizenship status. It is illegal to discriminate against work eligible individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because of a future expiration date may also constitute illegal discrimination.

Section 1 - Employee. All employees, citizens and noncitizens, hired after November 6, 1986, must complete Section 1 of this form at the time of hire, which is the actual beginning of employment. The employer is responsible for ensuring that Section 1 is timely and properly completed.

Preparer/Translator Certification. The Preparer/Translator Certification must be completed if Section 1 is prepared by a person other than the employee. A preparer translator may be used only when the employee is unable to complete Section 1 on his/her own. However, the employee must still sign Section 1 personally.

Section 2 - Employer. For the purpose of completing this form, the term "employer" includes those recruiters and referrers for a fee who are agricultural associations, agricultural employers, or farm labor contractors.

Employers must complete Section 2 by examining evidence of identity and employment eligibility within three (3) business days of the date employment begins. If employees are authorized to work, but are unable to present the required ent(s) within three business days, they must present a if for the application of the document(s) within three business days and the actual document(s) within ninety (90) days. However, if employers hire individuals for a duration of less than three business days, Section 2 must be completed at the time employment begins. Employers must record: 1) document title; 2) issuing authority; 3) document number, 4) expiration date, if any; and 5) the date employment begins. Employers must sign and date the certification. must present original documents. Employers may, but are not required to, photocopy the document(s) presented. These photocopies may only be used for the verilication process and must be retained with the I-9. However, employers are still responsible for completing the 1-9.

Section 3 - Updating and Reverification. Employers must complete Section 3 when updating and/or reverifying the 1.9. Employers must reverify employment eligibility of their employees on or before the expiration date recorded in Section 1. Employers CANNOT specify which document(s) they will accept from an employee.

- If an employee's name has changed at the time this form is being updated/ reverified, complete Block A.
- If an employee is rehired within three (3) years of the date this form was originally completed and the employee is still eligible to be employed on the same basis as previously indicated on this form (updating), complete Block B and the signature block.

- If an employee is rehired within three (3) years of the date this form was originally completed and the employee's work authorization has expired or if a current employee's work authorization is about to expire (reverification), complete Block B and:
 - examine any document that reflects that the employee is authorized to work in the U.S. (see List A or C).
 - record the document title, document number and expiration date (if any) in Block C, and
 - complete the signature block.

Photocopying and Retaining Form I-9. A blank I-9 may be reproduced provided both sides are copied. The Instructions must be available to all employees completing this form. Employers must retain completed I-9s for three (3) years after the date of hire or one (1) year after the date employment ends, whichever is later.

For more detailed information, you may refer to the INS Handbook for Employers, (Form M-274). You may obtain the handbook at your local INS office.

Privacy Act Notice. The authority for collecting this information is the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a).

This information is for employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States.

This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The form will be kept by the employer and made available for inspection by officials of the U.S. Immigration and Naturalization Service, the Department of Labor, and the Office of Special Counsel for Immigration Related Unfair Employment Practices.

Submission of the information required in this form is voluntary. However, an individual may not begin employment unless this form is completed since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986.

Reporting Burden. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. Often this is difficult because some immigration laws are very complex. Accordingly, the reporting burden for this collection of information is computed as follows: 1) learning about this form, 5 minutes: 2) completing the form, 5 minutes; and 3) assembling and filling (recordkeeping) the form, 5 minutes, for an average of 15 minutes per response. If you have comments regarding the accuracy of this burden estimate, or suggestions for making this form simpler, you can write to both the Immigration and Naturalization Service, 425 I Street, N.W., Room 5304. Washington, D. C. 20536; and the Office of Management and Budget, Paperwork Reduction Project, OMB No. 1115-0136. Washington, D.C. 20503.

LISTS OF ACCEPTABLE DOCUMENTS

LIST A

Documents that Establish Both Identity and Employment Eligibility

- U.S. Passport (unexpired or expired)
- 2. Certificate of U.S. Citizenship (INS Form N-560 or N-561)
- 3. Certificate of Naturalization (INS Form N-550 or N-570)
- 4. Unexpired foreign passport, with I-551 stamp or attached INS Form I-94 indicating unexpired employment authorization
- 5. Alien Registration Receipt Card with photograph (INS Form 1.151 or I-551)
- 3. Unexpired Temporary Resident Card (INS Form I-688)
- 7. Unexpired Employment Authorization Card (INS Form I-688A)
- 3. Unexpired Reentry Permit (INS Form I-327)
-). Unexpired Refugee Travel Document (INS Form I-571)
- 10. Unexpired Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B)

LIST B

Documents that Establish Identity

OR

- 1. Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address
- 2. ID card issued by federal, state, or local government agencies or entities provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address
- 3. School ID card with a photograph
- 4. Voter's registration card
- 5. U.S. Military card or draft record
- 6. Military dependent's ID card
- 7. U.S. Coast Guard Merchant Mariner Card
- 8. Native American tribal document
- 9. Driver's license issued by a Canadian government authority

For persons under age 18 who are unable to present a document listed above:

- 10. School record or report card
- 11. Clinic, doctor, or hospital record
- 12. Day-care or nursery school record

LIST C

Employment Eligibility

Documents that Establish AND

- 1. U.S. social security card issued by the Social Security Administration (other than a card stating it is not valid for employment)
- 2. Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)
- 3. Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
- .4. Native American tribal document
- 5. U.S. Citizen ID Card (INS Form I-197)
- 6. ID Card for use of Resident Citizen in the United States (INS Form I-179)
- 7. Unexpired employment authorization document issued by the INS (other than those listed under List A)

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)

RPC Employer Services, Inc.

TO BE READ AND SIGNED BY APPLICANT

- It is agreed and understood that the employer or its agents may investigate the applicant's background to ascertain any and all information of concern to applicants' record, whether same is of record or not, and applicant release's employers and persons named herein from all liability for any damages on account of furnishing such information.
- The applicant agrees to furnish such additional information and complete such examination as necessary to complete applicants' employment file.
- It is agreed and understood that if hired, the applicant may be on a probationary period during which time
 applicant may be discharges without recourse. Further, any false statement herein submitted will be
 deemed sufficient reason for rejection or termination of the applicant's employment irrespective of time
 lapsed before discovery.
- The applicant agrees to conform to the rules and regulations of the Company, and understands that
 employment and compensation can be terminated with or without cause, and with or without notice, at any
 time, at the option of either the Company or the individual.
- The applicant further understands that no personnel recruiter, interviewer, or other representative of the Company other than the President has any authority to enter into any agreement for employment for any specified period of time.

THIS CERTIFIES THAT THIS APPLICATION WAS COMPLETED BY ME, AND THAT ALL ENTRIES ON IT AND INFORMATION IN IT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

pplicants Signature:		Date:
	PROCESS REC	ORD
Hire Date:	Client Assignm	Rejected Date:
Rejection Comments :	·	
Company Officer Name:		·
Company Officer Signature:		Date:
	TRANSFERS	
From:		
From:	Date: . *	Reason:
From: to	Date:	Reason:
From:to	Date:	Reason:
•	TERMINATION OF EMP	•
Date Terminated: Dismissed:	TERMINATION OF EMI	EO I ENENI
Dismissed:	Reason:	
Voluntarily Quit:		
Lavoff:	Reason:	
Layoff: Advisory Form in File:	Supervisor:	

RPC Employer Services, Inc.

Payroll Direct Deposit Authorization

As an employee of RPC Services, Inc., you are able to have your pay directly deposited into your bank account. If you would like to do this, please complete the following. If you do not fill out ALL of the information, the processing of your information will be delayed.

NOTE: FOR VERIFICATION PURPOSES, YOUR FIRST PAYCHECK WILL NOT BE DIRECT

DEPOSITED.		
Employee Name:	Social Security	Number:
I (we) hereby authorize RPC Employer Services, credit entries and to initiate, if necessary, debit error to my (our) (SELECT ONE)CHEC below and the depository named below, hereinand debit the same to such account.	ntries and adjustments f	or and credit entries in IGS account indicated
Depository Name:	Depository Ph	one No.
City:	State:	Zip:
Transit/ABA number:		<u> </u>
Account Number:		·
This authority is to remain in full force and effect notification from me of its termination in such tin COMPANY and the DEPOSITORY a reasonable	ne and in such manner a	as to afford the
Signature:	Date:	

If you are selecting a checking account we MUST have a voided check attached below.

TO: ALL EMPL	OYEES	
--------------	-------	--

FROM: RPC Employer Services, Inc.

SUBJECT: LOCAL WAGE TAX

Would you like to have your local tax deducted from your paycheck?

(Please Circle)

YES

NO

Signature:	 <u> </u>	Date:	

In order for RPC to accurately withhold and remit your local wage tax, you must provide ALL of the following required information. RPC CANNOT accept responsibility and/or liability for incorrect or inaccurate information. Therefore if ALL of the following required information is not completed RPC WILL NOT withhold nor remit your local wage taxes.

LOCAL WAGE TAX INFORMATION

EMPLOYEE:	<u>_</u> .			
PHYSICAL ADDRESS:		•		
PHONE NUMBER:			<u>_</u>	
COUNTY:				.·
LOCALITY/MUNICIPALITY:				
PERCENTAGE OF TAX:	·			
SCHOOL DISTRICT:				
PERCENTAGE OF TAX:				
TAX BUREAU/COLLECTOR:				
TAX BUREAU ADDRESS:				
PHONE NUMBER:				

PLEASE BE REMINDED: If you do not fill out ALL of the information, your local tax will NOT be deducted from your paycheck.

RPC Employer Services, Inc.

Emergency Notice Form

IN CASE OF AN EMERGENCY NOTIFY:

NAME:	·	<u> </u>
ADDRESS:		·
PHONE:	IOT AVAILABLE OR T	
IN THE EVENT THEY ARE N ELSE YOU MAY WANT NOTI		
NAME:	· · · · ·	
ADDRESS:	·	·
PHONE:		· · · · · ·
	,	· •
THE FOLLOWING INFORMAT		
NAME:	SS#: ˌ	
ADDRESS:	DOB	:
	Lice	nse State:
PHONE:		•
		·

RPC Employer Services, Inc.

OCCUPATIONAL PRIVILEGE TAX

Pennsylvania tax regulation requires payment of a \$10.00 occupation privilege tax per employee. This tax will automatically be withheld from your first paycheck unless you remit a receipt of payment for occupation tax withheld for ANY MUNICIPALITY FOR THE CURRENT YEAR with your W-4. If you submit the receipt after the tax is withheld, it will be your responsibility to recoup the extra payment from the municipality's office.

I, <u>· · · · · · · · · · · · · · · · · · ·</u>	, have received notification
concerning payment of occupation	
I.	, have received notification
concerning payment of occupation my receipt.	onal privilege tax and will be submitting a copy of
Signature:	Date:
	· ·



RPC EMPLOYER SERVICES, INC.

A Program of Integrated Benefits & Services

6824 Big Beaver Boulevard • P.O. Box 350 Beaver Falls, PA 15010-0350 Tel: (724) 843-3020 • Fax: (724) 384-3071

Statement of Policy

SUBJECT:

Occupational Safety Rules and Regulations

SCOPE:

All employees, full-time, part-time and seasonal

PURPOSE:

To establish guidelines to promote safety and accident prevention

The company believes that by establishing safety policies and accident prevention guidelines, we will be able to deter injuries in our workplace(s). It is our desire to provide the safest equipment. conditions and work environment(s) to our employees. In order to prevent injuries, all members of the company team must be aware of their role in detecting and alerting management to possible hazards. By working together, we can maintain a safe and comfortable working environment for all employees.

- 1. Immediately report an unsafe act or condition to your supervisor.
- 2. Immediately report any property damage or bodily injury to your supervisor.
- 3. Know where fire extinguishers are and their proper use.
- Keep all exits unlocked and clear of blockage. 4.
- Ì. Know the quickest evacuation route out of your building.
- 6. Keep emergency telephone numbers visible and easy to access.
- All equipment must be maintained in safe operating conditions. Refrain from using any equipment that 7. is damaged or unfit for use. Report all incidents to your Supervisor.
- Know your safe physical limitations when lifting or moving objects by yourself. Seek assistance when 8. lifting heavy, awkward, or irregularly shaped materials.
- 9. Refrain from any unsafe act or horseplay that might endanger you or your fellow employees.
- Be prepared for weather hazards by dressing appropriately at all times. The proper clothing and 10. footwear will protect against extreme heat and cold, as well as hazards caused by ice, snow, sun, and water.
- 11. Know the Personal Protective Equipment required by your department and wear it at all times. This includes but is not limited to: Eye Protection, Hearing Protection, Clothing, Safety Shoes, or Boots. Gloves and Belts.
- 12. NEVER operate equipment that you have not been properly trained on.
- Authorization must be obtained prior to using any company owned vehicle. All traffic and speed limits 13. laws must be obeyed at all times.
- 14. Recognize your responsibility and role in accident prevention, it begins with you. Work safely at all times.

I have read the above in its entirety, and I acknowledge that I have been fully informed of my rights and duties and retained a copy.

Employee Signature:	Date:

Case 2:02-cv-00548-TFM Document 105 Filed 11/09/06 Page 49 of 67

U.S. Department of Justice

mmigration and Naturalization Service

OMB No. 1115-0126
Employment Eligibility Verification

Please read instructions carefully before completing this form. The instructions must be available during completion of the form. ANTI-DISCRIMINATION NOTICE. It is illegal to discriminate against work eligible individuals. Employers for specify which document(s) they will accept from an employee. The refusal to hire an individual because of a e expiration date may also constitute lilegal discrimination. Section 1. Employee Information and Verification. To be completed and signed by employee at the time employment begins Print Name: Last Middle Initial Maiden Name Address (Street Name and Number) ADL # Date of Birth (month/day/year) City Zip C∞de Social Security / I attest, under penalty of perjury, that I am (check one of the following); I am aware that federal law provides for A citizen or national of the United States Imprisonment and/or fines for false statements or A Lawful Permanent Resident (Alien # A use of false documents in connection with the An alien authorized to work until completion of this form. (Alien # or Admission # Employee's Signature Date (month/day/year) Preparer and/or Translator Certification. (To be completed and signed if Section 1 is prepared by a person other than the employee.) I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct. Preparer's/Translator's Signature Print Name Address (Street Name and Number, City, State, Zip Code) Date (month/day/year) Section 2. Employer Review and Verification. To be completed and signed by amployer, Examine one document from List A OR examine one document from List B and one from List C as listed on the reverse of this form and record the title, number and expiration date, if any, of the document(s) AND List B List C LIST A OR oment tille: Issuing authority: Document #: Expiration Date (if any): / / Document ≠: Expiration Date (if any): CERTIFICATION - I attest, under penalty of perjury, that I have examined the document(s) presented by the above-named employee, that the above-listed document(s) appear to be genuine and to relate to the employee named, that the employee began employment on (month/daylyear) / / and that to the best of my knowledge the employee is eligible to work in the United States. (State employment agencies may omit the date the employee began employment). Payroll Administrator -Signature of Employer or Authorized Representative Print Name Business or Organization Name Date (month/day!year) RPC Employer Services, Inc. 6824 Big Beaver Blvd., Beaver Falls, PA 15010-0350 Section 3. Updating and Reverification. To be completed and signed by employer New Name (if applicable) B. Date of rehire (month/day/year) (if applicable) If employee's previous grant of work authorization has expired, provide the information below for the document that establishes current employment eligibility. Document Title: -Document #: Expiration Date (if any): est, under penalty of perjury, that to the best of my knowledge, this employee is aligible to work in the United States, and if the employee sented document(s), the document(s) I have examined appear to be genuine and to relate to the individual. Signature of Employer or Authorized Representative Date (month/daylyear)

RPC Employer Services, Inc.

REQUEST FOR INFORMATION FROM PREVIOUS EMPLOYER

FROM:	RPC Employer Se PO Box 350 Beaver Falls, PA				
TO:				Date: _	· · ·
Mr.	May Concern: ation to this compan employed by you as	Social Sec ny for a positio a	curity Numl	perfrom	has and states to
and will in no wa	u kindly reply to the inquiry ly involve you in any respon dressed envelope.				
1. Is the emp	loyment record with your	company correc	t as stated ab	ove?	
2. What kind	(s) of work did he do?				
3. Did he hav	e custody of money or va	aluables?	Were his	accounts prop	erly kept?
4. Any record	d of salary garnishments?	?			
5. If employe	d as a driver, specify equ	ipment driven:			
6. Number of	accidents:	Number Pre	ventable:		·
7. Was his dr	iver's license ever suspe	nded or revoked?	?		<u> </u>
8. Reason for	r leaving your employ?	Discharged:	Laid	Off:	Resigned:
	eneral conduct satisfactor				
•	etent for the position he				
	re-employ? Yes: _				
12. Any remar	ks with regard to the que		·		
		<u> </u>	· · · · · · · · · · · · · · · · · · ·		
Date:	For:				
		(Name of Company)			
	. и за	(Signature of person s	supplying information	n)	·
· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	Detach here for	your files		

You are hereby authorized to release all information regarding my services, character, and conduct while in your employ and you are released from any and all liability which may result from furnishing such information.



RPC EMPLOYER SERVICES, INC.

Beaver Falls, PA 15010-0350 A Program of Integrated Benefits & Services

Tel: (724) 843-3020 • Fax: (724) 384-3071

6824 Big Beaver Boulevard • P.O. Box 350

APPLICATION FOR EMPLOYMENT

Worksite Employer/Client Name: National Indoor Football League

In compliance with Federal and State employment opportunity laws, qualified applicants are considered for all position without regard to race, color, religion, sex, national origin, age, marital status, or non-job related disability.

Must be Completed by: _		
Position:	Start Date	· .
Department:	Pay Rate:	
Circle One: Full time / Part time / Season	nal / Temporary	Mgrs Initials:
Name:	_ Social Security	Number:
Address:	Date of	Birth:
City/State/Zip:		
Phone:		
Cellular:		
Address for the past three years:		
<u></u>		How Long?
CITY STATE	ZIP	How Long?
CITY	STATE	How Long?ZIP
Do you have the legal right to work in the United	d States?	
Do you have the legal right to work in the United		· •
Have you worked for this company before? Dates: Fromto	Where?	
Position:	Rate of Pay?	
Position:		
Are you now employed? If not, how long Who referred you?	since leaving last j	ob?
Rate of Pay expected?		
Is there any reason you might not be able to per applied (as described in the attached job descrip	form the functions f	for the job which you have
Applicants Signature:	to the second	Date:

Form W-4 (2001)

Purpose. Complete Form W-4 so your employer withhold the correct Federal income tax your pay. Because your tax situation may lige, you may want to refigure your withhold-each year.

Exemption from withholding. If you are exempt, complete only lines 1, 2, 3, 4, and 7, and sign the form to validate it. Your exemption for 2001 expires February 18, 2002.

Note: You cannot daim exemption from withholding if (1) your income exceeds \$750 and includes more than \$250 of unearned income (e.g., interest and dividends) and (2) another person can claim you as a dependent on their tax return.

Basic instructions: If you are not exempt, complete the Personal Allowances Worksheet below. The worksheets on page 2 adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earner/two-job situations. Complete all worksheets that apply. They will help you figure the number of withholding allowances you are entitled to claim. However, you may claim fewer (or zero) allowances.

Head of household. Generally, you may claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See line E below.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the Personal Allowances Worksheet below. See Pub. 919, How Do I Adjust My Tax Withholding? for information on converting your other credits into withholding allowances.

Nonwage income, if you have a large amount of nonwage income, such as interest or dividends

consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax

Otherwise, you may owe additional tax

Two earners/two jobs. If you have a working spouse or more tran one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others.

takes effect, use PLb. 919 to see how the dollar amount you are naving withheld compares to your projected total tax for 2001. Get Pub. 919 especially if you used the Two-Earner/Two-Job Worksheet on page 2 and your earnings exceed \$150,000 (Single) or \$200,000 (Married)

Recent name change? If your name on line 1 differs from that snown on your social security card, call 1-800-772-1212 for a new social security card.

	Personal Allowances Workship	eet (Keep for your	records.)		
Enter "1" for you	arself if no one else can claim you as a dependent				A
Ĩ	 You are single and have only one job; or 			ì	•
B Enter "1" if:	 You are married, have only one job, and your sr 	ouse does not v	work; or	}	. в
Į.	 Your wages from a second job or your spouse's w 	ages (or the total	of both) are \$1,00	0 or less.	٠.
Enter "1" for you	ur spouse. But, you may choose to enter -0- if yo	ou are married a	nd have either a	working spo	use or
more than one jo	bb. (Entering -0- may help you avoid having too lit	tle tax withheld.)			с
Enter number of	dependents (other than your spouse or yourself)	you will claim on	your tax return		D
	will file as head of household on your tax return (
	have at least \$1,500 of child or dependent care e				F
(Note: Do not in	clude child support payments. See Pub. 503, Chil	d and Dependen	t Care Expenses.	for details.)	
	t (including additional child tax credit):				
	ome will be between \$18,000 and \$50,000 (\$23,000 a			-	
	ome will be between \$50,000 and \$80,000 (\$63,00				
	n, enter "2" if you have three or four eligible children				
Add lines A through	G and enter total here. (Note: This may be different from				
1	If you plan to itemize or claim adjustments to	income and wa	nt to reduce you	withholding.	see the Deduction
For accuracy.	and Adjustments Worksheet on page 2.		d aas (-U iaha	W W
complete all	 If you are single, have more than one job an are married and have a working spouse or m 				
worksheets	\$60,000, see the Two-Earner/Two-Job Work				
that apply.	If neither of the above situations applies, stop	. •	•		
orm W-4	Employee's Withholding			te	OMB No. 1545-0010
sternal Rovenue Service	► For Privacy Act and Paperwork R	eduction Act No	tice, see page 2.		<u> </u>
1 Type or print your	ritirst name and middle initial — Last name	,		2 Your soci	al security number
		T	<u> </u>	<u> </u>	
Home address (n	umber and street or rural route)				old at higher Single rate
· ·					ent alen, check the Single bo
City or town, stat	e, and ZIP code	· ·	name differs from		
:		check her	e. You must call 1-	800-772-1213 (1 1
5 Total number of	of allowances you are claiming (from line H above o	or from the appli	cable worksheet	on page 2)	5
	ount, if any, you want withheld from each payched				6 S
	tion from withholding for 2001, and I certify that I re				otion; ////////////////////////////////////
	ad a right to a refund of all Federal income tax wixpect a refund of all Federal income tax withheld				
	oth conditions, write "Exempt" here	. <u></u>	<u> </u>	7	
Employee's signatu Form is not valid	ry, I certify that I am entitled to the number of withholding all re	lowances claimed o		am entitled to	claim exempt status.
uniess you sign it.)			Date ►	lan 5	
Employer's name	and address (Employer: Complete lines 8 and 10 only if sen	aing to the IRS.)	9 Office code (optional)	10 Employe	r identification number
			1	1	

INSTRUCTIONS-READ CAREFULLY -

- This form to be used only where the Workers. Compensation Law of Chio is to be exclusive remedy.
- *One executed popy of this Agreement to be furnished to the Underwriting Section of the Bureau of Workers. Compensation within ten days after it is executed
- •Only imployed signing will come within the terms of the agreement new employeds to be included in such agreement must sign a similar agreement, which agreement must alknowing be signed by the employed and similarly filed.
- This form is orimanly intended to be signed by several employees. However, where circumstances demand, individual agreements may be executed on this form.

 Adultional copies, will be furnished on request.
- *This agreement can only be used where the employer has durrent Ohio Workers. Compensation coverage in effect.

Risk No. 1201109		RPC Employer Se	rvices.	
		Name or Employ	er	
		7771 Ragian Dr. 1	NE	
		Αυμιτον		
		Warren, OHIO 4	4484	
$\overline{\mathrm{AGREEMENT}}$ pursuant to r.c. 4123.54	City	State	Zio Cude	

Revised Code Section 4123.54. Tavery employee, who is injured or who contracts an occupational disease, and the dependents of each employee who is killed, or dies as the result of an occupational disease contracted in the course of employment, wherever such injury has occurred or occupational disease has been contracted, provided the same were not:

- (A) Purposely self-inflicted: or
- (B) Caused by the employee being intoxicated or under the influence of a controlled substance not prescribed by a physician where the intoxication or being under the influence of the controlled substance not prescribed by a physician was the proximate cause of the injury, is entitled to receive, either directly from his employer as provided in section 4123.35 of the Revised Code, or from the state insurance fund, the compensation for loss sustained on account of the injury, occupational disease or death, and the medical, nurse, and hospital services and medicines, and the amount of funeral expenses in case of death, as are provided by this enapter.

Whenever, with respect to an employee of an employer who is subject to and has complied with sections of this chapter, there is possibility of conflict with respect to the application of workers, compensation laws because the contract of employment is entered into and all or some portion of the work is or is to be performed in a state or states other than Ohio, the employer and the employee may agree to be bound by the laws of this state or by the laws of some other state in which all or some portion of the work of the employee is to be performed. The agreement shall be in writing and shall be filed with the Bureau of Workers' Compensation within ten days after it is executed and shall remain in force until terminated or modified by agreement of the parties similarly filed. If the agreement is to be bound by the laws of this state and the employer has complied with this enapter, then the employee is entitled to compensation and benefits regardless of where the injury occurs or the disease is contracted and the rights of the employee and his dependents under the laws of this state shall be the exclusive remedy against the employer on account of injury, disease, or death in the course of and arising out of his employment. If the agreement is to be bound by the laws of that state shall be the exclusive remedy against the employer on account of injury, disease, or death in the course of and arising out of his employment without regard to the place where the injury was sustained or the disease contracted.

If any employee or his dependents are awarded workers' compensation benefits or recover damages from the employer under the laws of another state, the amount awarded or recovered, whether paid or to be paid in future installments, shall be credited on the amount of any award of compensation or benefits made to the employee or his dependents by the bureau.

If any employee is a resident of a state other than this state and is insured under the workers' compensation law or similar laws of a state other than this state, the employee and his dependents are not entitled to receive compensation or benefits under this chapter, on account of injury, disease or death arising out of or in course of employment while temporarily within this state and the rights of the employee and his dependents under the laws of the other state shall be the exclusive remedy against the employer on account of the injury, disease, or death."

The term "injury" as used in this section and in the workers' compensation act shall include any injury received in the course of, and arising out of, the injured employee's employment.

WITNESS this agreement between RPC Employer Services, Inc.

Hinsert name of employer and state whether individual, co-partnership or corporation.

employer, and the employees of said employer, whose signatures appear on this agreement. Said employer represents to the Bureau of Workers Compensation that said employer is subject to and has compiled with the provisions of the Workers. Compensation Law of Ohio.

BWC-1233 Pev 10/23,971 C-110

Completion of this form is voluntary and will expect the processing of information reduced necessary for proper determination of Ohio's junisation in this matter.

Defendent's Shileit A"

The parties to this agreement represent to the Bureau of Workers' Compensation that there is possibility of conflict with respect to the application of the Workers' Compensation Laws because the contract of employment is entered into and all or some portion of the work is to be, performed in different states, which states appear below opposite the employee's names.

Therefore, in view of the foregoing and pursuant to the provisions of R.C. Section 4123.54, the employer and said employees mutually agree to be bound by the Workers' Compensation Law of the State of Ohio; and it is mutually agreed that the employees shall be entitled to compensation benefits regardless of where the injury occurred or where the disease was contracted, and the rights of the employee(s) and his, her, or their dependents under the laws of the State of Ohio shall be the exclusive remedy against the employer on account of injury, disease or death in the course of and arising out of employment.

It is mutually agree that this agreement shall remain in full force and effect until terminated or modified by agreement of the parties similarly filed as in this agreemen The employees of (lasert name of employer) hereunto affix their signatures together with infeir residences, date of signing and place of signing and the name of the State or States in which Print Same, Plus Residence Date State where contract of Signature of Employee State or States City and State Signed employment entered la which work is. Into cannot be Ohio or is to be performed The employer, being duly authorized in the premises, hereunto affixes his, their or its signature at ____ this ____ day of ____ (Employer)

(This Agreement must be signed by the owner, partner, or officer if a corporation.)

(Title)



INSTRUCTIONS-READ CAREFULLY

- This form to be used only where the Workers. Compensation Law of Chio is to be exclusive remedy.
- One executed popy of this Agreement to be furnished to the Underwriting Section of the Bureau of Workers. Compensation within ten days after it is executed
- Only intologies signing will come within the terms of the agreement, new employees to be included in such agreement must sign a similar agreement, which agreement must alternise be signed by the employer and similarly filed.
- This form is orimanly intended to be signed by several employees. However, where circumstances demand, individual agreements may be executed on this form. Additional applies will be furnished on request.
- This agreement can only be used where the employer has current Ohio Workers. Compensation coverage in effect.

Risk No. 1201109	KPC Employ	ver Services	
•	Name or 5	mployer	_
	7771 Ragian	Dr. NE	
	Auus	2>>	
CDEELCE	Warren, OH	IO 11181	
A CTREMENT SURVIVOR OF HIS SE	City State	Zia Cude	

Revised Code Section 4123.54. Tevery employee, who is injured or who contracts an occupational disease, and the dependents of each employee who is killed, or dies as the result of an occupational disease contracted in the course of employment, wherever such injury has occurred or occupational disease has been contracted, provided the same were not:

- (A) Purposely self-inflicted: or
- (B) Caused by the amployee being intoxicated or under the influence of a controlled substance not prescribed by a physician where the intoxication or being under the influence of the controlled substance not prescribed by a physician was the proximate cause of the injury, is entitled to receive, either directly from his employer as provided in section 4123.35 of the Revised Code, or from the state insurance fund, the compensation for loss sustained on account of the injury, occupational disease or death, and the medical, nurse, and hospital services and medicines, and the amount of funeral expenses in case of death, as are provided by this enapter.

Whenever, with respect to an employee of an employer who is subject to and has complied with sections of this chapter, there is possibility of conflict with respect to the application of workers compensation laws because the contract of employment is entered into and all or some portion of the work is or is to be performed in a state or states other than Ohio, the employer and the employee may agree to be bound by the laws of this state or by the laws of some other state in which all or some portion of the work of the employee is to be performed. The agreement shall be in writing and shall be filed with the Bureau of Workers' Compensation within ten days after it is executed and shall remain in force until terminated or modified by agreement of the parties similarly filed. If the agreement is to be bound by the laws of this state and the employer has complied with this chapter, then the employee is entitled to compensation and benefits regardless of where the injury occurs or the disease is contracted and the rights of the employee and his dependents under the laws of this state shall be the exclusive remedy against the employer on account of injury, disease, or death in the course of and arising out of his employment. If the agreement is to be bound by the laws of another state and the employer has complied with the laws of that state, the rights of the employee and his dependents under the laws of that state shall be the exclusive remedy against the employer on account of injury, disease, or death in the course of and arising out of his employment without regard to the place where the injury was sustained or the disease contracted.

If any employee or his dependents are awarded workers' compensation benefits or recover damages from the employer under the laws of another state, the amount awarded or recovered, whether paid or to be paid in future installments, shall be credited on the amount of any award of compensation or benefits made to the employee or his dependents by the bureau.

If any employee is a resident of a state other than this state and is insured under the workers' compensation law or similar laws of a state other than this state, the employee and his dependents are not entitled to receive compensation or benefits under this chapter, on account of injury, disease or death arising out of or in course of employment while temporarily within this state and the rights of the employee and his dependents under the laws of the other state shall be the exclusive remedy against the employer on account of the injury, disease, or death."

The term "injury" as used in this section and in the workers' compensation act shall include any injury received in the course of, and arising out of, the injured employee's employment.

WITNESS this agreement between RPC Employer Services, Inc.

(Insert name of employer and state whether individual, co-partnership or corporation,) employer, and the employees of said employer, whose signatures appear on this agreement. Said employer represents to the Bureau of Workers Compensation that said employer is subject to and has compiled with the provisions of the Workers Compensation Law of Ohio.

BWC-1233 Pev 10/23,971

Completion of this form is voluntary and will expect to processing of information reducted necessary for proper determination of Onto's jurisdiction in this matter.

Defendant's Exhibit "A"

The parties to this agreement represent to the Bureau of Workers' Compensation that there is possibility of conflict with respect to the application of the Workers' Compensation Laws because the contract of employment is entered into and all or some portion of the work is, or is tobe, performed in different states, which states appear below opposite the employee's names.

Therefore, in view of the foregoing and pursuant to the provisions of R.C. Section 4123.54, the employer and said employees mutually agree to be bound by the Workers' Compensation Law of the State of Ohio; and it is mutually agreed that the employees shall be entitled to compensation benefits regardless of where the injury occurred or where the disease was contracted, and the rights of the employee(s) and his, her, or their dependents under the laws of the State of Ohio shall be the exclusive remedy against the employer on account of injury, disease or death in the course of and arising out of employment.

The employees of				
ara affir chair channas canach	and the second s	(lasert	name of employers	
is, or is to be, performed.	er with their residences, ga	te of signing	and place of signing and the	name of the State or States in which
· •				
Print Name, Plus Signature of Employee	Residence City and State	Date Signed	State where contract of employment entered into cannot be Ohio	State or States to which work is, or is to be performed
Coning bellian				
. / //				
VV				
The employer, being duly author	rized in the premises, hereu	nto affixes his	s, their or its signature at	
	thic	day of		, 19

(This Agreement must be signed by the owner, partner, or officer if a corporation.)

(Title)

INSTRUCTIONS-READ CAREFULLY --

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- •Only imployees signing will come within the terms of the agreement, new employees to be included in such agreement must sign a similar agreement, which agreement must alknowing be signed by the employer and similarly filed.
- This form is orimanly intended to be signed by several employees. However, where circumstances demand, individual agreements may be executed on this form.

 Adultional applies will be furnished on request.
- This agreement can only be used where the employer has current Ohio Workers. Compensation coverage in effect.

Risk No. 1201109	RPC Employer Services	
	Same of Employer	
	7771 Ragian Dr. NE	
	Аицгоэ	
	Warren, OHIO 14484	
${ m AGREEMENT}_{ m pursuant}$ to r.c. 4123.54	City State Zip Cod	1e

Revised Code Section 4123.54. Tevery employee, who is injured or who contracts an occupational disease, and the dependents of each employee who is killed, or dies as the result of an occupational disease contracted in the course of employment, wherever such injury has occurred or occupational disease has been contracted, provided the same were not:

- (A) Purposely self-inflicted: or
- (B) Caused by the amployee being intoxicated or under the influence of a controlled substance not prescribed by a physician where the intoxication or being under the influence of the controlled substance not prescribed by a physician was the proximate cause of the injury, is entitled to receive, either directly from his employer as provided in section 4123.35 of the Revised Code, or from the state insurance fund, the compensation for loss sustained on account of the injury, occupational disease or death, and the medical, nurse, and hospital services and medicines, and the amount of funeral expenses in case of death, as are provided by this chapter.

Whenever, with respect to an employee of an employer who is subject to and has complied with sections of this chapter, there is possibility of conflict with respect to the application of workers, compensation laws because the contract of employment is entered into and all or some portion of the work is or is to be performed in a state or states other than Ohio, the employer and the employee may agree to be bound by the laws of this state or by the laws of some other state in which all or some portion of the work of the employee is to be performed. The agreement shall be in writing and shall be filed with the Bureau of Workers' Compensation within ten days after it is executed and shall remain in force until terminated or modified by agreement of the parties similarly filed. If the agreement is to be bound by the laws of this state and the employer has complied with this chapter, then the employee is entitled to compensation and benefits regardless of where the injury occurs or the disease is contracted and the rights of the employee and his dependents under the laws of this state shall be the exclusive remedy against the employer on account of injury, disease, or death in the course of and arising out of his employment. If the agreement is to be bound by the laws of that state shall be the exclusive remedy against the employer on account of injury, disease, or death in the course of and arising out of his employment without regard to the place where the injury was sustained or the disease contracted.

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If any employee is a resident of a state other than this state and is insured under the workers' compensation law or similar laws of a state other than this state, the employee and his dependents are not entitled to receive compensation or benefits under this chapter, on account of injury, disease or death arising out of or in course of employment while temporarily within this state and the rights of the employee and his dependents under the laws of the other state shall be the exclusive remedy against the employer on account of the injury, disease, or death."

The term "injury" as used in (his section and in the workers' compensation act shall include any injury received in the course of, and arising out of, the injured employee's employment.

WITNESS this agreement between RPC Employer Services, Inc.

tlinsert name of employer and state whether individual, co-partnership or corporation.

employer, and the employees of said employer, whose signatures appear on this agreement. Said employer represents to the Bureau of Workers. Compensation that said employer is subject to and has compiled with the provisions of the Workers. Compensation Law of Ohio.

BWC-1233 Pev 10/23.971

Completion of this form is voluntary and will expect the processing of information reducted necessary for proper determination of Ohio's junispection in this matter.

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It i	is mutually	agree that it	nis agreement s	shall remain i	n full forc	e and effect	until terminated	or modified by	agreement o	the parties
similarly	filed as in	this agreeme	KĘ .							

Print Name, Plus Signature of Employee	Residence City and State	Date Signed	State where contract of employment entered into cannot be Ohio	State or States to which work is, or is to be perfurned
/				
mig before		<u> </u>		
17				
M		<u> </u>		
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he employer, being duly auth	orized in the premises, hereur	nto affixes h	is, their or its signature at	
	thic	day of		, 19

(This Agreement must be signed by the owner, partner, or officer if a corporation.)

MONIES PD TO RPC

Total Includes: Gross Payroll, FICA-Medicare, FICA-Social Security, FUTA, SUTA,

Worker's Comp, Bank Debit Fee, Delivery Fee, & MGMT Fee

		WK1	WK2	TOTAL
BILLINGS OUTLAWS	de de la contra del contra de la contra de la contra del la contra de la contra de		\$ 4,796.46	\$ 4,796.46
JOHNSTOWN J'DOGS	\$	7,188.99	\$ 7,206.84	\$ 14,395.83
LA RANGERS	\$	6,989.77	\$ 6,958.98	\$ 13,948.75
LAKE CHARLES LANDSHARKS	1		\$ 7,173.90	\$ 7,173.90
RAPID CITY RED DOGS	\$	7,997.97	\$ 8,438.50	\$ 16,436.47
SIOUX CITY BANDITS			\$ 8,941.02	\$ 8,941.02
SIOUX FALLS STORM		•	\$ 7,007.82	\$ 7,007.82
TRI-CITY DIESEL	\$	6,793.80	\$ 6,609.42	\$ 13,403.22
MISSISSIPPI FIREDOGS			\$ 6,639.08	\$ 6,639.08
WYOMING CALVARY	\$	6,426.30	\$ 6,426.25	\$ 12,852.55
TOTAL	\$	35,396.83	\$ 70,198.27	\$ 105,595.10

EXHIBIT

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EXHIBIT

P-23

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EXHIBIT

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Apr 17 01 01:24p

○EmployShare™

Focus On The Business Of Your Business

CERTIFIED MAIL/FACSIMILE

National Indoor Football League Attn: Carolyn Shiver League Office 600 Loire Ave Lafayette, LA 70507

Ms. Shiver:

This letter will service as certification that RPC Employer Services, Inc. hereby is terminating our agreement effective April 13, 2001 for the reasons as follows:

Non-payment Non-compliance

Please be advised that all agencies such as the Ohio Bureau of Workers' compensation, will be notified of this termination.

Yours truly,

Daniel D'Alio President

CC: Bureau of Ohio Workers' Compensation Professional Risk Management CRA Managed Care

> PO Box 8605, Warren, OH 44484 Phone: (800) 635-9961 Fax: (419) 821-0229 E-mail: cldalio@employshare.com

(* 12)

EXHIBIT

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PO Box 8605, Warren, OH 44484 Phone: (800) 635-9961 Fax: (419) 821-0229 E-mail: cldalio@employshare.com (*12)

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PAGE 02



33789676520

National Indoor Football League, LLC 600 Loire Ave Lafayette, LA 70507 PHONE (337) 896-4456 FAX (337) 896-7652

April 17, 2001

Dan D'Alio EmployShare P. O. Box 8605 Warren, Ohio 44484

Re: Cancellation notice dated April 16, 2001 FAX and CERTIFIED MAIL

Dear Mr. D'Alio,

Your partner company RPC Employer Services has notified us of your intent to cancel your agreement with our league. Your reasons stated is Non payment and Non-Compliance. It is totally impossible that those facts can be true. Our agreement with your firm is that no checks are cut until the teams' wire transfer of funds is received and confirmed by your office. I spoke with Maureen Ciarolla and she indicated that the Utah checks which she mailed without a wire transfer (against the terms of our agreement) had not been returned to her. That is an error because you will find enclosed the Airborne receipt for the return of those checks. Even though that was Maurcen's error, we very graciously offered to pay her fees associated therewith to defray your cost for the mistake. We requested then that she not do that again under any circumstances. The next team was Billings this past week that Maureen did not fax their invoice to them in time to get the checks before the holidays. Billings requested that Maureen go ahead and send the checks. She did that for them. We called Billings and they have indeed made there wire transfer just like they told Maureen and I confirmed that with them this AM. There have been no other incidents.

Now, I know this is new for your company, but to declare our contract void, you must give us 30 days prior notice unless there is a material breach of the contract. Material breach only deals with matters concerning transferring money to you and we can more than prove that your received the monies owed to you and when you did not it was your fault as we were set up to insure that you always got your money before you paid our payroll. At the least, in the case of a material breach, you must at least give 24 hours notice. You have given us notice 3 days after a pay period ending that you will not cover the period that just occurred. You have literally given us a negative 3-day notice. That is not even in your contract, nor is it an option we will allow you to pursue. We do not'read minds and talked to your staff as of Friday, April 13 concerning the account no indication of this was ever mentioned. We even received a memo from your staff as of April 13 stating what needed to be done. Then on Monday, April 16, 2001 at 4:47 PM, we receive a letter from you by fax that we were cancelled as of April 13 for illegitimate reasons that do not exist. This is some way to run a business.

No matter what your wish is, we are both trying to deal with this and with your notifying all our companies that we have no insurance, which is illegal according to our contract, you have in effect shut down 18 teams valued in excess of \$500,000 each and put owners in extreme liability. We will be pursuing legal action to protect our investment in accordance with the law.

This letter is to notify you that we will be pursuing legal action against your firm. We will also expect your to cover any claims that occur at this time and over the next 30 days which is covered by our contract. We will be happy to look for someone to take your place, but under the circumstances, we will expect our payrolls to be cut as they were faxed in this past Monday per our agreement, prior to our receiving any notice from your firm.

Sincerely,

Carolyn Sinver

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